

JENSEN SERVICE AREA - SOLAR POWER PROJECT AND HIGH EFFICIENCY TOILET REBATE PROGRAM

Project Budget			
Line Item	Requested Grant Funding	Cost Share *	Total
Project Management, Administration and Reporting	\$0	\$368,750	\$368,750
Professional and Consultant Services Design and Environmental	\$0	\$527,824	\$527,824
Construction / Equipment Solar Power System Water Conservation Equipment (Rebate Incentive)	\$2,500,000	\$4,875,000	\$7,375,000
TOTAL	\$2,500,000	\$5,771,574	\$8,271,574

* Cost share funding to be provided by Metropolitan's Capital Improvement Plan and Long-Term Conservation Plan

Jensen Solar Power Generation Project

Project Cost Estimate

Solar Facility Assumptions

		Units
Solar Generation Facility Capacity (Megawatts AC)	1 MW	Megawatts - AC
DC to AC Conversion Factor	1.25	Conversion Factor
Solar Generation Facility Capacity (Megawatts DC)	1.25	Megawatts - DC
Solar Power Generation System	\$3.50	\$/Watt of solar power system installed and commissioned: source: SunPower
Solar Power System Installation Cost	\$4,375,000	
Total Project Cost	\$5,121,574	

Project Cost Estimate: Jensen Solar Power Generation Project		
Line Item	Estimated Cost	Notes
Project Management, Administration and Reporting	\$218,750	5% of Solar Power Installation Contract Cost Tasks 1 and 5 on the Work Plan and Schedule
Professional and Consultant Services Environmental Documentation	\$150,000	On-call Service Agreement with Rincon Consultants Reference - Agreement Attached Task 2 on the Work Plan and Schedule
Professional and Consultant Services Design Preparation of Construction and Bid Documents	\$377,824	Contract with MWH Americas Reference - Task order Budget attached Task 3 on the Work Plan and Schedule
Construction Solar Power System Installation Contract	\$4,375,000	Contract will include procurement and delivery of solar power equipment, installation and commissioning Reference - Technical Memorandum Solar Power Opportunities - MWH - December 17, 2013 Task 4 on the Work Plan and Schedule
Total	\$5,121,574	

TASK ORDER

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA JENSEN AND WEYMOUTH SOLAR DESIGN

Task Order No.: 13

Revision: 0

Agreement No.: 140025

Project Number: 104663 (Weymouth) and 104664 (Jensen)

Task Code: TBD

Project Title: Weymouth and Jensen Solar Facility Design

Consultant: MWH

Project Purpose: The purpose of this Task Order is to provide design services for new solar facilities at the F.E. Weymouth water treatment plant and the Jensen water treatment plant. The work includes the development of preliminary design and final design documents for new solar power facility at the Jensen Water Treatment Plant and the development of final design documents for a new solar power facility at the F.E. Weymouth Water Treatment Plant.

Project Background:

Metropolitan is looking at alternatives to decrease power purchases throughout their system. In the Los Angeles basin, water treatment facilities represent the consumers of power. The goal of this project will be to partially offset power purchases at the Jensen Water Treatment Plant and F.E. Weymouth Water Plant through the installation of a 1-MW and a 3-MW, respectively, solar power generating facility.

Guides Lines:

The final design drawing package will include the following drawings as an overall guideline:

- Metropolitan Approval Sheet
- General Sheets (Vicinity Maps; Drawing Index; Contractor's Access, Limit of Work and Staging Area Plan)
- Demolition Plans - If applicable
- Civil (Legends/Abbreviations; Site Plan; Grading, Paving and Drainage; Yard Piping; Civil Sections and Details)
- Landscape (Irrigation and Planting Plans/Details) – If applicable
- Structural (Legends/Abbreviations; Standard Details; Plans; Sections; Design Details) – If applicable
- Mechanical (Legends/Abbreviations; Standard Details; Plans; Sections; Design Details) – If applicable
- Electrical (Legends/Abbreviations; Standard Details; Electrical Diagrams; Plans; Sections; Design Details; Cable and Conduit Schedules)
- Instrumentation and Control (Legends/Abbreviations; Instrumentation Diagrams; Instrument List, Equipment List, Line List)
- Reference Drawings

In the performance of this work, MWH will access and share project information with Metropolitan using Projectwise.

MWD Agreement 140025

Rev 0

Task Order 13

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Scope of Work:

1. Task 1 – Jensen Preliminary Design

- 1.1. Document Review: MWH will conduct a document review of relevant B Drawings for the Jensen Water Treatment Plant. MWH will work with the Metropolitan Project Manager and other Metropolitan staff to determine the relevant B Drawings. The review will take into account of an on-going Electrical Upgrade project final design at Jensen. The study and design of this task order must be based on drawings in final design of the Jensen Electrical Upgrade project.
- 1.2. Facility Equipment Survey: MWH will conduct a detailed survey of the Jensen Water Treatment Plant electrical equipment and components to collect the data needed to develop the electrical system model of the plant electrical system. Data will be gathered from documents consisting of drawings, manuals, B Drawings and field inspection. Equipment, cable, and other relevant manufacturers will be contacted to determine the electrical component modeling parameters. Relevant solar photovoltaic components will be included based on estimations supplied by equipment vendors. Facility Equipment Survey will take into account of future electrical equipment at Jensen WTP as proposed by the Electrical Upgrade project.

After all electrical component data has been obtained; a model of the electrical system for load flow analysis will be developed. The model will include estimated equipment representation of the solar photovoltaic system. It will also include utility representation data as provided by the utility for this study.

- 1.3. Load Flow Study: A complete load flow study with 3 different scenarios of solar cogeneration levels, 4 contingency cases consisting of equipment out of service, feeders out of service, plant load minimum with a maximum solar output export to utility, and plant load maximum with zero solar output will be analyzed. Reactive power flow will be analyzed in the simulation study. Recommendations will be developed for each simulation identifying corrective actions that can be taken.
- 1.4. Short Circuit Study: The short circuit study will utilize the system model developed for the load flow analysis and will include protective devices data. Data from the solar inverter for short circuit current contribution will be modeled as per the expected or planned equipment vendor.

The short circuit study will include operating plant configuration scenarios consisting of the solar cogeneration levels in conjunction with the plant operating modes. Different fault scenarios will be studied under different contingencies to identify the worst fault levels at various locations in the plant electrical system.

MWH will develop a recommendation for the existing as well as new protective devices selection and settings including those protective devices associated with the photovoltaic equipment. The recommendations will contain recommended settings for the intertie protection with the utility, as required by electrical utility.

- 1.5. Interconnection Application Study: MWH will prepare the interconnection application to LADWP for solar facility. MWH will provide assistance to Metropolitan during scoping meetings with the utilities (See Task 1.2), responding to questions about the operation and characteristics of the project.
- 1.6. Preliminary Design Drawings: MWH will prepare preliminary drawings for the Jensen Solar Facility consisting of:
 - i. Civil (1) – Site Plan
 - ii. Electrical (3) – Electrical Site Plan, Single Line Diagram, and Substation Arrangement Plan

- 1.7. Draft Preliminary Design: MWH will prepare a Draft Preliminary Design Report (PDR) in standard Metropolitan format to present findings and recommendations for the work. MWH will prepare and submitted a Class 5 Opinion of Probable Construction Cost (OPCC) with the Draft Preliminary Design Report in compliance with AACE International Standards.
- 1.8. Final Preliminary Design: MWH will accept comments from Metropolitan on the Draft Preliminary Design Report in standard Metropolitan comment log format. MWH will review the comments and respond to the comments according to Metropolitan standards and return the comment log to Metropolitan. MWH will meet with Metropolitan to review the comments, edits to the report will be agreed to at this meeting. MWH will incorporate agreed upon edits into the Final Preliminary Design Report. MWH will submit the Final Preliminary Design Report to Metropolitan.

2. Task 2 – Jensen Final Design

- 2.1. 60% Design: MWH will prepare drawings and technical specifications at the 60% level of completion for review by Metropolitan. The drawings and technical specifications will be based upon the preliminary design report prepared in Task 1. MWH will submit the drawings, specifications, and a Class 4 OPCC as a 60% Design Submittal to Metropolitan for Review and Comment.
- 2.2. 90% Design: MWH will accept comments from Metropolitan on the 60% Design Submittal in standard Metropolitan comment log format. MWH will review the comments and respond to the comments according to Metropolitan standards and return the comment log to Metropolitan. MWH will meet with Metropolitan to review the comments, edits to the 60% Design Submittal will be agreed to at this meeting. MWH will incorporate agreed upon edits into 90% Design Submittal and advance the Drawings and Technical Specifications to the 90% completion level. MWH will submit the drawings, specifications, and a Class 3 OPCC as a 90% Design Submittal to Metropolitan for Review and Comment.

MWH will prepare a Class 3 OPCC and a Construction Schedule for review by Metropolitan. The OPCC and Construction Schedule will be submitted 2 weeks after the 90% submittal.

- 2.3. 99% Design: MWH will accept comments from Metropolitan on the 90% Design Submittal in standard Metropolitan comment log format. MWH will review the comments and respond to the comments according to Metropolitan standards and return the comment log to Metropolitan. MWH will meet with Metropolitan to review the comments, edits to the 90% Design Submittal will be agreed to at this meeting. MWH will incorporate agreed upon edits into 99% Design Submittal and advance the Drawings and Technical Specifications to the 99% completion level. MWH will submit the drawings, specifications, and a Class 2 OPCC as a 99% Design Submittal to Metropolitan for Review and Comment.
- 2.4. Final Design: MWH will accept comments from Metropolitan on the 99% Design Submittal in standard Metropolitan comment log format. MWH will review the comments and respond to the comments according to Metropolitan standards and return the comment log to Metropolitan. MWH will incorporate agreed upon edits into a Final Design Submittal. MWH will submit stamped and signed Drawings on vellum and a Technical Specification suitable for bidding.

3. Task 3 – Weymouth Design Update

- 3.1. Drawing and Code Compliance Check: In September 2010, drawings and specifications for the Weymouth Water Treatment Plant Solar Power Generation Facility were issued for bid under Metropolitan Specifications No. 1678. MWH will determine changes that will be made to the Weymouth Water Treatment Plant Solar Power Generation Facility drawings and technical specifications. MWH will conduct a document review of the Weymouth Electrical Upgrade drawings and specification and other relevant B Drawings of the Weymouth Water Treatment Plant. It is anticipated that Metropolitan will provide drawings which interconnect with the solar facility

equipment. MWH will check for new code requirements and other design criteria updates that need to be incorporated into the design.

- 3.2. Facility Equipment Survey: MWH will conduct a detailed survey of the Weymouth Water Treatment Plant electrical equipment and components to collect the data needed to develop the electrical system model of the plant electrical system. Data will be gathered from documents consisting of drawings, manuals, B Drawings and field inspection. Equipment, cable, and other relevant manufacturers will be contacted to determine the electrical component modeling parameters. Relevant solar photovoltaic components will be included based on estimations supplied by equipment vendors.

After all electrical component data has been obtained; a model of the electrical system for load flow analysis will be developed. The model will include estimated equipment representation of the solar photovoltaic system. It will also include utility representation data as provided by the utility for this study.

- 3.3. Load Flow Study: A complete load flow study with 3 different scenarios of solar cogeneration levels, 4 contingency cases consisting of equipment out of service, feeders out of service, plant load minimum with a maximum solar output export to utility, and plant load maximum with zero solar output will be analyzed. Reactive power flow will be analyzed in the simulation study. Recommendations will be developed for each simulation identifying corrective actions that can be taken.
- 3.4. Short Circuit Study: The short circuit study will utilize the system model developed for the load flow analysis and will include protective devices data. Data from the solar inverter for short circuit current contribution will be modeled as per the expected or planned equipment vendor.

The short circuit study will include operating plant configuration scenarios consisting of the solar cogeneration levels in conjunction with the plant operating modes. Different fault scenarios will be studied under different contingencies to identify the worst fault levels at various locations in the plant electrical system.

MWH will develop a recommendation for the existing as well as new protective devices selection and settings including those protective devices associated with the photovoltaic equipment. The recommendations will contain recommended settings for the intertie protection with the utility, as required by electrical utility.

- 3.5. Interconnection Application Study: MWH will prepare the interconnection application to LADWP for solar facility. MWH will provide assistance to Metropolitan during scoping meetings with the utilities (See Task 1.2), responding to questions about the operation and characteristics of the project.
- 3.6. Weymouth Preliminary Design Update Memorandum: MWH will submit a Preliminary Design Update Memorandum and summarize recommended design updates from the Drawing and Code Compliance Check, the Facility Equipment Survey, the Load Flow Study, the Short Circuit Study, and the Interconnection Application Study.
- 3.7. 90% Design Submittal Update: MWH will conduct a design review workshop with Metropolitan which details anticipated changes to the design submittal summarized in the Weymouth Preliminary Design Update Memorandum. Edits to the Design Submittal will be agreed to at this meeting. MWH will incorporate agreed upon edits into a 90% Design Submittal. MWH will submit the drawings, specifications, and a Class 3 OPCC as a 90% Design Submittal to Metropolitan for Review and Comment.
- 3.8. 99% Design: MWH will accept comments from Metropolitan on the 90% Design Submittal in standard Metropolitan comment log format. MWH will review the comments and respond to the comments according to Metropolitan standards and return the comment log to Metropolitan. MWH will meet with Metropolitan to review the comments, edits to the 90% Design Submittal will be agreed to at this meeting. MWH will incorporate agreed upon edits into 99% Design Submittal and advance the Drawings and Technical Specifications to the 99% completion level. MWH will submit the

drawings, specifications, and a Class 2 OPCC as a 99% Design Submittal to Metropolitan for Review and Comment

- 3.9. Final Design: MWH will accept comments from Metropolitan on the 99% Design Submittal in standard Metropolitan comment log format. MWH will review the comments and respond to the comments according to Metropolitan standards and return the comment log to Metropolitan. MWH will incorporate agreed upon edits into a Final Design Submittal. MWH will submit stamped and signed Drawings on vellum and a Technical Specification suitable for bidding.

4. Task 4– Weymouth and Jensen Project Management, Administration, Meetings, and Workshops

- 4.1. Project Management: Perform project administration, consisting of invoicing, project setup and filing, establishment of subconsultant agreements, review of budgets and expenditures, and meeting conclusions and action items. MWH will develop a schedule for project delivery for the kick off meeting and will maintain updates monthly.
- 4.2. Meetings: MWH will attend initial kickoff meeting with Metropolitan staff to introduce the team, review scope and schedule, define communications, and establish project protocols. MWH will attend 30-minutes bi-weekly teleconference project status meeting. MWH will attend up to five (5) 2 hour design review meeting with Metropolitan to review deliverables. MWH will attend up four (4) meetings between Metropolitan and power utilities to discuss the project.
- 4.3. Workshops: MWH will conduct one (1) project workshop with Metropolitan staff during Task 2 to discuss engineering elements of the project. MWH will conduct one (1) project workshop with Metropolitan staff to present project alternatives and obtain input on recommended project. MWH will conduct one (1) constructability workshop with Metropolitan staff to discuss the constructability of the projects and scheduling of anticipated work activities with other projects. MWH will conduct six (6) site visits to either Weymouth or Jensen Water Treatment Plants.
- 4.4. Value Engineering: MWH will attend a Value Engineering (VE) workshop (typically 3 to 4 days) organized by Metropolitan. MWH Project Manager, Project Engineer, and Electrical Engineer will attend the workshop.

5. Task 5 - Permits Support Service

- 5.1. MWH will provide supplementary documentation on the design documents to Metropolitan required for permit approval.
- 5.2. MWH will provide sediment transport and receiving water risk calculations for the Weymouth and Jensen sites in compliance with National Pollutant Discharge Elimination System (NPDES) Permit for Risk determination requirements.
- 5.3. MWH will prepare hydrology calculation supporting no change to the hydrology.

6. Task 6 - Bidding Support Service

- 6.1. MWH will provide written responses to requests for information provided to Metropolitan by potential bidders.
- 6.2. MWH will attend one pre-bid conference and job walk will be held at the Weymouth site and one pre-bid conference and job walk at the Jensen site. MWH will provide Metropolitan with preparation of notes and list of questions from the pre-bid conferences and site visit.

Assumptions

- MWH will be provided access to Metropolitan B Drawings and specifications library.
- All studies, Draft Preliminary Design, Final Preliminary Design, 60% Design Submittal, 90% Design Submittal, and 99% Design Submittal will be printed by Metropolitan for internal review.

- MWH will provide PDF files of the specifications and drawings for the deliverables listed in the second bullet item under Assumptions. Drawings will be sized 22"x34" and documents will be sized 8 ½" x 11".
- MWH will utilize Microstation version XM configured with Metropolitan's CAD standards.
- Modifications of existing drawings will be issued as revision drawings, B numbers will remain the same for the modified drawings.
- Metropolitan will produce front-end (Division 0 and 1) documents for specification. MWH will provide support with front-end document development and bidding strategy development.
- OPCCs will be prepared in accordance with the cost estimate classes defined by AACE International. Metropolitan acknowledges that MWH has no control over costs of labor, materials competitive bidding environments and procedures, unidentified field conditions, financial and/or market conditions, or other factors likely to affect the OPCC of this project, all of which are and will unavoidably remain in a state of change, especially in light of the high volatility of the market attributable to Acts of God and other market events beyond the control of the parties. Metropolitan further acknowledges that this is a "snapshot in time" and that the reliability of this OPCC will inherently degrade over time. Metropolitan agrees that MWH cannot and does not make any warranty, promise, guarantee, or representation, either expressed or implied, that proposals, bids, project construction costs, or cost of operation or maintenance will not vary substantially from MWH's good faith Class 2 OPCC.
- The Constructability Workshops for both projects will be conducted at the same meeting.
- MWH will provide earthwork calculations for fill/cut need estimate, and any other design calculation as needed. The earthwork calculations are anticipated to be fill/cut neutral and not modify the site beyond the current hydrology.
- The Weymouth and Jensen Solar Projects are not anticipated to increase or decrease the total impermeable area, modify the run-off characteristics, or modify sediment transport.
- Engineering Services during Construction are not included in this scope of work.
- MWH has the right to rely on information provided by Metropolitan.
- Geotechnical data is assumed to be available for both sites.
- Metropolitan will pay for and submit all permits applications.
- One bid package will be developed for Weymouth and one bid package will be developed for Jensen.
- One addendum will be prepared for the Weymouth Bid Package and One Addendum will be developed for the Jensen Bid Package.

Deliverable Items:

- Meeting agendas and summaries prepared by MWH.
- Written response to Metropolitan comments
- Jensen Preliminary Design Report – January 15, 2015
- Jensen 60% Design Submittal
- Jensen 90% Design Submittal
- Jensen 99% Design Submittal
- Jensen 100% Design Submittal for Bidding package – June 30, 2015
- Weymouth Design Update Memorandum – January 8, 2015
- Weymouth 90% Design Submittal
- Weymouth 99% Design Submittal
- Weymouth 100% Design Submittal for Bidding package – June 30, 2015

Period of Performance:

October 1st, 2014 to September 30, 2015

The period of performance extends past the final deliverable to account for project closeout and final invoicing.

Not-to-exceed man-hours:

See proposed fee estimate

Not-to-exceed dollars:

See proposed fee estimate

Authorized classifications/individuals:

Classifications per Prime Agreement.

Authorized Subconsultants / subcontractors / other direct costs:

- Mileage, parking, and public transportation
- Associated travel costs (Airfare, hotel, meals, taxi, parking, and other miscellaneous travel costs)
- Printing for reports and drawings
- Express delivery (i.e., FedEx)

Authorized Consultant Representative:  Date: 10/13/14

Authorized Technical Representative:  Date: 10/16/14

Approved:  Date: 10/16/14
Agreement Administrator

Revision History:

REV 0 – Original task order

**Metropolitan Water District of Southern California
 Agreement 140025 - On Call Engineering Services
 TO - 13 Jensen and Weymouth Solar Design Projects**

Date 10/10/2014

Activity No. Jensen Solar	ACTIVITY DESCRIPTION	MWH - Project Engineering and Management Personnel										Other Direct Costs			Subcontractants			TOTAL PROJECT COST	
		Contract Hourly Rate	\$273	\$226	\$216	\$175	\$159	\$137	\$116	\$137	\$113	Senior Administrator	TOTAL HOURS (Project Engineering / Management)	LABOR FEE (Project Engineering / Management)	Other Direct Costs (ODCs)	Total ODCs	Power-Tech Engineers Inc.		MWH Constructors
1.0	Jensen Preliminary Design		32	24	52	100	160	52				420	\$ 72,176	3,551	3,551	42,000	2,000	44,000	119,727
2.0	Jensen Design		40	60	250	220	300	320	24			1494	\$ 237,712	10,385	10,385		10,000	10,000	258,097
Weymouth Solar																			TOTAL JENSEN \$ 377,824
3.0	Weymouth Design Update		28	16	150	84	96	32				474	\$ 86,196	2,747	2,747	75,000	1,200	76,200	165,143
4.0	Weymouth Project Management, Administration, Meetings, and Workshops		64	40	200	120	60					484	\$ 84,332	4,000	4,000				88,332
Other Services																			TOTAL WEYMOUTH \$ 253,475
5.0	Permit Support Services		12		16	32	24	64				148	\$ 24,916						24,916
6.0	Bidding Support Services		12		24	32	44					112	\$ 20,088	737	737				20,825
TOTAL			188	100	532	668	92	784	312	372	84	3,132	\$525,420	\$21,420	\$ 21,420	\$ 117,000	\$ 13,200	\$ 130,200	\$ 677,040



AGREEMENT BETWEEN

**METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
AND
RINCON CONSULTANTS, INC.**

AGREEMENT NUMBER

148294

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THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

AGREEMENT NO. 148294

ENVIRONMENTAL PLANNING SERVICES

This Agreement is between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, a public agency of the State of California, organized and existing under The Metropolitan Water District Act of the State of California, hereinafter referred to as Metropolitan, and RINCON CONSULTANTS, INC., a corporation of the State of California, hereinafter referred to as Consultant.

Explanatory Recitals

1. Metropolitan is a public agency of the State of California engaged in transporting, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino, and Ventura, within the State of California.
2. This Agreement is entered into with Consultant in response to Request for Qualifications No. 1048 to provide environmental documentation associated with the Jensen Solar Project, as approved by Board Letter 7-2, dated September 9, 2014.
3. Metropolitan does not guarantee that the services stated in the scope of work will be required for the entire duration of the agreement.
4. Metropolitan desires to retain Consultant, and Consultant desires to perform the services required by Metropolitan according to the terms set forth hereinafter.

Terms of Agreement

1. Scope of Work
 - a. Metropolitan hereby engages Consultant to provide Metropolitan the services described in detail in the Scope of Work attached hereto as **Exhibit A**.
 - b. All services shall be requested through the issuance of a written Task Order. All Task Orders will be approved and signed by both the Environmental Planning Team

Project Manager and the Agreement Administrator prior to proceeding with the requested services. Each Task Order form must be completed and signed by both Parties. An example Task Order form is provided in **Exhibit B**, attached hereto and incorporated by reference. Task Orders for additional Consultant services will be approved by the Environmental Planning Team Project Manager and Agreement Administrator at their sole discretion. Approval of additional Task Orders may be disallowed by the Agreement Administrator at any time. Any additional sub-consultants will be identified through the issuance of a Task Order and approved by the Environmental Planning Team Project Manager and Agreement Administrator. Prior to acquiring the additional sub-consultants, a copy of sub-consultants' fee schedules must be submitted and approved by Environmental Planning Team Project Manager and Agreement Administrator.

2. Time and Term

Time is of the essence in the performance of services under this Agreement. This Agreement is in effect from **September 22, 2014 through September 21, 2016**, subject to earlier termination pursuant to Section 26 below.

3. Agreement Administrator

a. In performing services under this Agreement, Consultant shall coordinate all contact with Metropolitan through its Agreement Administrator. For purposes of this Agreement, Metropolitan designates **Ms. Malinda K. Stalvey** as the Agreement Administrator. Metropolitan reserves the right to change this designation upon written notice to Consultant.

b. The acceptability of all services performed for this Agreement shall be determined by Metropolitan's Agreement Administrator. To the extent not otherwise established herein, Metropolitan's Agreement Administrator will establish the scope of services, timetable for completion of services, and any due dates for preliminary work or reports submitted to Metropolitan.

4. Key Personnel

It is the intent of both parties to this Agreement that Consultant shall make available the professional services of **Mr. Michael P. Gialketsis**, who shall administer all work under this Agreement and shall coordinate directly with Metropolitan. Any substitution of key personnel must be approved in advance by Metropolitan's Agreement Administrator and the Agreement shall be amended to reflect the changes.

5. Independent Contractor

Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of Metropolitan.

6. Sub-consultants

a. Consultant shall be responsible to Metropolitan for all services to be performed under this Agreement. All sub-consultants and their billing rates shall be approved by the Agreement Administrator. Consultant shall be liable and accountable for any and all payments or other compensation to all sub-consultants performing services under this Agreement. Metropolitan shall not be liable for any payment or other compensation for any sub-consultants.

b. Consultant's contracts with sub-consultants shall require sub-consultant to maintain Workers' Compensation and Automobile Liability insurance as required by the State of California and include the following articles: Intellectual Property, Nonuse of Intellectual Property of Third Parties, Audit, and Equal Employment Opportunity and Affirmative Actions as set forth in this Agreement.

c. As applicable, Consultant's use of sub-consultants shall adhere to the requirements of Metropolitan's Business Outreach Program as provided herein.

7. Compensation

a. For the services performed and the costs incurred by Consultant under this Agreement, and with approval of Agreement Administrator, Metropolitan will compensate

Consultant in accordance with the Fee Schedule, attached hereto as **Exhibit C**. This Fee Schedule shall include the rates and expenses of sub-consultants and shall remain in effect for the duration of this Agreement. The Fee Schedule may be modified through issuance of a Task Order to add additional sub-consultants not identified in the Fee Schedule where modified rates and expenses for the task order work have been approved.

b. Metropolitan will only pay Consultant's expenses to the extent allowable expenses are identified in this Agreement. Metropolitan shall pay Consultant for allowable expenses, including work and expenses of any sub-consultant, only at Consultant's actual cost. No payment will be made for expenses or other charges not included in this schedule, including other direct costs, sub-consultants' fees and expenses.

c. Where travel expenses are allowable, Consultant shall adhere to the Allowable Travel Expenses guidelines as set forth in **Exhibit D**, attached hereto.

8. **Maximum Amount**

The maximum amount payable under the terms of this Agreement, including expenses, will not exceed **\$150,000**. Consultant shall promptly notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached \$120,000 (80% of maximum amount allowable). Consultant shall concurrently inform the Agreement Administrator of Consultant's estimate of total expenditures required to complete its current assignments, and when the remaining work would exceed the maximum amount payable, shall await direction from the Agreement Administrator before proceeding with further work.

9. **Billings and Payments**

a. Consultant shall submit a monthly invoice to Metropolitan's Accounts Payable Section, whose email address is AccountsPayableBusiness@mwdh2o.com, and provide a copy to the Agreement Administrator, Malinda K. Stalvey at mstalvey@mwdh2o.com, and to Gail Naylor at gnaylor@mwdh2o.com. Any Consultant address change must be submitted in writing to Metropolitan's Professional Services Contracting Team, at

AgreementAddressChange@mwdh2o.com. Without proper notification of an address change, Consultant's invoice payment may be delayed.

b. The individual listed in the agreement as Consultant's key personnel or other identified designee shall sign and certify the invoice to be true and correct to the best of his/her knowledge. Consultant's invoices shall include the following information:

i. Consultant's name and mailing address, Metropolitan's project name and agreement number, task order number, the beginning and ending billing dates, the maximum amount payable, a summary of costs for the current invoice, amount due for this invoice, and total amount (cumulative total) previously invoiced.

ii. All labor charges shall be itemized by date of service, employee name, title/classification, corresponding labor rate, number of hours worked, a daily description of work performed or a summary by task order of all work performed during each invoicing period, and total amount due for labor charges (see **Exhibit E**). Consultant and sub-consultants shall submit timesheets summaries with their monthly invoices for all labor rates for Agreement Administrator's approval, and shall include the following affirmation:

"By signing this invoice, consultant certifies that the billing hours and work described herein is an accurate and correct record of services performed for Metropolitan under this Agreement and these hours have not been billed on any other client invoices."

iii. Invoices shall itemize allowable expenses and include receipts for which reimbursement is sought. Attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified.

iv. Consultant shall attach a copy of each sub-consultant invoice for which reimbursement is sought. Sub-consultant's invoices shall set forth the actual rates and expenses charged to the Consultant.

v. Multiple Task Orders may be billed on a single invoice; however, the charges and supporting documentation (receipts) shall be separately identified to the

appropriate Task Order. Required information for invoicing is identified in **Exhibit E**, Invoice Summary Requirements (Sample).

vi. Other direct charges are non-labor expenses incurred by Consultant in the performance of services under this Agreement and are not covered in the Consultant's overhead charges. Other direct charges shall be approved in advance by the Agreement Administrator and itemized by category with a description of each charge and total amount due for each category. Copies of receipts for all expenses shall be attached and legible to substantiate costs. Other direct charges shall be identified in the Travel and Other Allowable Expenses as set forth in **Exhibit D**, attached hereto and incorporated by reference or when authorized and in the Task Order. Unless otherwise authorized through a Task Order, other direct charges not identified will not be eligible for reimbursement.

c. Sub-consultants' expenses shall be billed at Consultant's direct cost. Consultant shall attach a copy of each sub-consultant invoice for which reimbursement is sought.

d. Invoices shall be submitted using the format provided in **Exhibit E**, attached hereto. Metropolitan may not pay Consultant's invoices submitted after 90 days of the month services were provided.

e. Subject to the approval of the Agreement Administrator, Metropolitan shall make payment to Consultant 45 days after receipt of the invoice. Consultant's invoices submitted 90 days after completion of work, may be delayed or not paid.

10. Business Outreach Program

It is the policy of Metropolitan Water District to solicit participation in the performance of all construction, professional services, procurement contracts, supplies, and equipment procured by Metropolitan by all individuals and businesses, including but not limited to small businesses, locally owned businesses, women, minorities, disabled veterans, and economically disadvantaged enterprises. In performing services under this Agreement, Consultant shall endeavor to further this policy whenever practicable.

11. Successors and Assignment

This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

12. Change in Ownership or Control

Consultant shall notify the Agreement Administrator, in writing, of any change in ownership or control of Consultant's firm or sub-consultant. Change of ownership or control of Consultant's firm will require an amendment to the Agreement.

13. Use of Materials

a. Metropolitan will make available to Consultant such materials from its files as may be required by Consultant to perform services under this Agreement. Such materials shall remain the property of Metropolitan while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall turn over to Metropolitan any property of Metropolitan in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performing the services under this Agreement.

b. Metropolitan may utilize any material prepared or utilize work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which Metropolitan deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by Metropolitan, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

14. Intellectual Property

a. All right, title and interest in all intellectual property conceived or developed in the course of Consultant's work for Metropolitan under this Agreement shall be the property of Metropolitan. As used herein, the term "intellectual property" includes, but is

not limited to, all inventions, patents, copyrightable subject matter, copyrights, test data, trade secrets, other confidential information and software.

b. Consultant shall not use or disclose any intellectual property conceived or developed in the course of Consultant's work for Metropolitan, except: (i) intellectual property in the public domain through no fault of Consultant, (ii) intellectual property which Consultant can prove was received by him or her from a third party owing no duty to Metropolitan, and (iii) intellectual property for which Consultant has received express, written permission from the General Counsel for Metropolitan, or from the General Counsel's designated agent, or is authorized or required to use or disclose under the terms of this Agreement.

c. Consultant shall promptly notify Metropolitan, in writing, of all intellectual property conceived or developed in the course of Consultant's work for Metropolitan under this Agreement.

d. Consultant shall assign and does hereby assign to Metropolitan all right, title and interest to intellectual property conceived or developed by Consultant in the course of Consultant's past and future work for Metropolitan.

e. Consultant shall cooperate in the execution of all documents necessary to perfect Metropolitan's right to intellectual property under this Agreement.

f. When requested by Metropolitan, or upon the completion of each work assignment or upon termination of this Agreement, Consultant shall return all documents and other tangible media containing intellectual property developed by Consultant during the course of this Agreement, including all prototypes and computer programs.

g. When requested by Metropolitan or upon termination of this Agreement Consultant shall promptly erase copies of all Metropolitan intellectual property from Consultant's computers.

15. Nonuse of Intellectual Property of Third Parties

Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold Metropolitan harmless against all claims raised against Metropolitan based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for Metropolitan, or that Metropolitan has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

16. Legal Requirements

Consultant shall secure and maintain all licenses or permits required by law and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

17. Guarantee and Warranty

a. Consultant guarantees and warrants that the work shall be performed and completed in accordance with generally accepted industry standards, practices, and principles applicable to the work. Among other things, and without waiver of Metropolitan's other rights or remedies, Metropolitan may require Consultant to re-perform any of said services which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

b. Metropolitan's representatives shall at all times have access to the work for purposes of inspecting same and determining that the work is being performed in accordance with the terms of this Agreement.

18. Access to Metropolitan Premises

a. At least two business days in advance of any work to be performed on Metropolitan premises, Consultant shall provide to the Agreement Administrator the names of its personnel or sub-consultant personnel requiring access to Metropolitan premises, intended work locations, and durations of work. The Agreement Administrator shall provide to the Security team manager or his designee written notification listing the names of the individuals

requiring access, explaining the business need for these individuals to receive the requested access, and reflecting his/her approval. Except in extraordinary circumstances, all work on Metropolitan's premises shall be scheduled during Metropolitan's normal working days and hours. Metropolitan shall make a good faith effort to accommodate Consultant's request, however, Metropolitan's operations and other conflicts may require rescheduling all or part of Consultant's work.

b. Upon Metropolitan's notice, Consultant shall bar from Metropolitan's premises any Consultant or sub-consultant employee who, in the opinion of Metropolitan, is incompetent, disorderly, violates safety requirements, poses a security risk, or otherwise threatens to disrupt the work or Metropolitan's operations.

19. Indemnity

a. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.

b. Consultant shall defend, indemnify, and hold harmless Metropolitan, its Board of Directors, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of, pertaining to, or related to Consultant's negligence, recklessness or willful misconduct in the performance of this Agreement, including any claims, suits, or causes of action by any employee of Consultant and/or sub-consultants relating to his or her employment status with Metropolitan and/or rights to employment benefits from Metropolitan.

20. Insurance

a. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

b. Consultant shall sustain proof of insurance coverage in an updated ACORD form, attached hereto as Exhibit F and incorporated by reference, during the term of

this Agreement. Failure to provide the updated insurance ACORD form annually may result in the withholding of Consultant's invoice payment. Consultant shall list the agreement number on the ACORD form and email to: AgreementInsurance@mwdh2o.com or fax to 213-576-6158.

c. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. Insurance Services Office Commercial Liability coverage (occurrence Form CG0001).
- ii. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1, (any auto).
- iii. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- iv. Professional Liability or Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability."

d. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- i. General Liability: Including operations, products and completed operations as applicable, \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or location, or the general aggregate limit shall be twice the required occurrence limit.
- ii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- iii. Workers' Compensation: Shall be furnished in accordance with statutory requirements of the State of California and shall include Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.

iv. Professional Liability or Errors and Omissions Liability: \$1,000,000 per claim, with a \$2 million aggregate.

e. Deductibles and Self-Insurance Retentions: Any deductibles or self-insured retentions must be declared to and approved by Metropolitan. At the option of Metropolitan, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respect to Metropolitan, its officers officials, employees, agents and volunteers; or the Consultant shall provide a financial guarantee satisfactory to Metropolitan guaranteeing payment of losses and related investigations, claim administration and defense expenses.

f. Verification of Coverage: Consultant shall furnish Metropolitan with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements and certificates are to be received and approved by Metropolitan prior to the commencement of work. Metropolitan reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage, and coverage binders required by these specifications at any time.

g. Acceptability of Insurers: Insurance is to be placed with California admitted insurers with a current A.M. Best's rating of no less than A:VIII. A non-admitted carrier may be used with prior approval from Metropolitan, with an A.M. Best rating of no less than A: X. An exception to these standards will be made for the State Compensation Insurance Fund when not specifically rated.

h. General Liability and Automobile Liability Endorsements: The commercial general liability policy and automobile policies are to contain, or be endorsed to contain, the following provisions:

i. Metropolitan, its officers, officials, employees and agents will be included as additional insureds as respect to liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

ii. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respect to Metropolitan, its officers, officials,

employees and volunteers. Any insurance or self-insurance maintained by Metropolitan, its officers, officials, employees or agents shall be excess of the Consultant's insurance and shall not contribute with it.

iii. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Metropolitan.

iv. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

i. Other Endorsements and Insurance Provisions

i. All rights of subrogation under the property insurance policy (if any) have been waived against Metropolitan.

ii. The workers' compensation insurer, agrees to waive all rights of subrogation against Metropolitan for injuries to employees of the insured (Consultant) resulting from work for Metropolitan or use of Metropolitan's premises or facilities.

iii. If General Liability, Pollution and/or any Asbestos Pollution Liability and/or professional liability or Errors & Omissions coverage are written on a claims-made form:

1) The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

2) Insurance must be maintained for at least five (5) years after completion of the contract work. On Metropolitan's request, Consultant shall provide evidence of insurance verifying that coverage is/was in effect during said five-year period.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

4) A copy of the claims reporting requirements must be submitted to Metropolitan for review.

21. Audit

a. Consultant shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.

b. Metropolitan will have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of services under this Agreement.

c. Upon reasonable notice from Metropolitan, Consultant shall cooperate fully with any audit of its billings conducted by Metropolitan and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

22. Equal Employment Opportunity, Affirmative Action, and Notification of Employee Rights Under the NLRA

Metropolitan is an equal opportunity employer and a federal contractor. **Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) and that these regulations are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.** The parties additionally agree that, as applicable, they will abide by the written affirmative action program requirements of 41 CFR 60-1.40, 41 CFR 60-300.40, and 41 CFR 60-741.40. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws. The parties further agree that, as applicable, they will abide by the requirements of

Federal Acquisition Regulation Clauses 52.222-26 (Equal Opportunity), 52.222-35 (Equal Opportunity for Veterans), 52.222-36 (Affirmative Action for Workers with Disabilities), and 52.222-40 (Notification of Employee Rights Under the National Labor Relations Act) and that these regulations are incorporated herein by reference. Consultant agrees to submit to Metropolitan evidence of compliance with this article, as applicable, within 30 days of a request.

23. Conflict of Interest and Gift Restrictions

a. Consultant represents that it has advised Metropolitan in writing prior to the date of signing of this Agreement of any known relationships with a third party, Metropolitan's Board of Directors, or employees which would (1) present a conflict of interest with the rendering of services under this Agreement, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

b. Consultant agrees not to accept any employment during the term of this Agreement from any other person, firm or corporation where such employment is a conflict of interest or where such employment is likely to lead to a conflict of interest between Metropolitan's interest and the interests of such person, firm or corporation or any other third party. Consultant shall immediately inform Metropolitan, throughout the term of this Agreement, if any employment contemplated may develop into a conflict of interest, or potential conflict of interest.

c. Consultant is hereby notified that Sections 7130 and 7131 Metropolitan's Administrative Code, the California Political Reform Act ("PRA") and regulations of the Fair Political Practices Commission ("FPPC") prohibit Metropolitan Board members, officers and employees from receiving or agreeing to receive, directly or indirectly, any compensation, reward or gift from any source except from his or her appointing authority or employer, for any action related to the conduct of Metropolitan's business, except as specifically provided in the Administrative Code Sections 7130 and 7131, the PRA and FPPC regulations. Consultant agrees

not to provide any prohibited compensation, reward or gift to any Metropolitan Board member, officer or employee.

24. Release of Information

Consultant shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the Agreement Administrator.

25. Use of Metropolitan's Name

Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which Metropolitan's name is used, or its identity implied without the Agreement Administrator's prior written approval.

26. Termination

Metropolitan may terminate this Agreement with or without cause by providing written notice to Consultant not less than ten days prior to an effective termination date. Metropolitan's only obligation in the event of termination will be payment of fees and expenses incurred in conformity with this Agreement up to and including the effective date of termination.

27. Force Majeure Events

a. Excuse to Performance: In addition to specific provisions of the Agreement, lack of performance by any Party shall not be deemed to be a breach of this Agreement, where delays or defaults are due to acts of God, or the elements, casualty, strikes, lockouts, or other labor disturbances, acts of the public enemy, orders or inaction of any kind from the government of the United States, the State of California, or any other governmental, military or civil authority (other than Metropolitan, or another party to this Agreement), war, insurrections, riots, epidemics, landslides, lightning, droughts, floods, fires, earthquakes, civil disturbances, freight embargoes, or any other inability of any Party, whether similar or

dissimilar to those enumerated or otherwise, which are not within the control of the Party claiming such inability or disability, which such Party could not have avoided by exercising due diligence and care and with respect to which such Party shall use all reasonable efforts that are practically available to it in order to correct such condition (such conditions being herein referred to as "Force Majeure Events").

b. Responding to Force Majeure Events: The Parties agree that in the event of a Force Majeure Event which substantially interferes with the implementation of this Agreement, the Parties will use their good faith efforts to negotiate an interim or permanent modification to this Agreement which responds to the Force Majeure Event and maintains the principles pursuant to which this Agreement was executed.

28. Participating Public Agencies

It is intended that any other public agency as defined by Cal. Gov. Code § 6500 shall, if authorized by its governing body, have the option to utilize the services of Consultant under the same terms of this Agreement, to the extent that such terms are acceptable to both parties. This option shall extend for the duration of the term of the agreement with Metropolitan, and shall be subject to consultant's acceptance. The participating public agency shall accept sole responsibility for placing orders, arranging for delivery of services, and making payments to the consultant. Metropolitan will not be liable or responsible for any obligations, including but not limited to financial responsibility, in connection with any participation by another public agency.

29. Notices

Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties as follows:

Metropolitan Water District
of Southern California
Post Office Box 54153
Los Angeles, CA 90054-0153
Attention: Ms. Malinda K. Stalvey

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003
Attention: Mr. Michael P. Gialketsis

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

30. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

31. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the proper venue of any action brought thereunder is and shall be Los Angeles County, California.

32. Waiver

No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

33. Entire Agreement

a. This writing contains the entire agreement of the parties relating to the subject matter hereof; and the parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

b. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

34. Joint Drafting

Both parties have participated in the drafting of this Agreement.

//////

Signature Page

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date last written below.

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

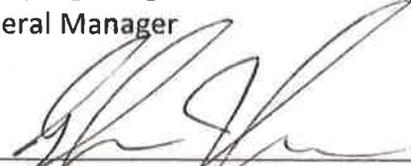
RINCON CONSULTANTS, INC.

Jeffrey Kightlinger
General Manager

By



By



Michael P. Gialketsis
President

Gordon Johnson
Chief Engineer

Date

10/1/2014

Date

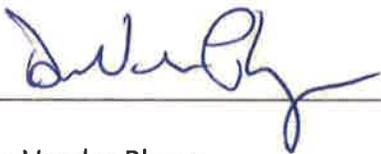
10/15/14

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President, or any Vice President.)

APPROVED AS TO FORM:

Marcia L. Scully
General Counsel

By



By



Duane Vander Pluym
CFO

Deputy General Counsel

Date

10/1/2014

Date

10/14/2014

(This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer, or any Assistance Treasurer.)

AM: agr#148294 - 092214
In duplicate
Attachments

Exhibit A – Scope of Work

Professional Services Required

A 1-MW solar generation facility is to be built at Metropolitan's Jensen Plant to offset electricity rates and reduce operating costs associated with energy consumption. Consultant shall prepare environmental documentation associated with the Jensen Solar Project, and as required by the California Environmental Quality Act.

Deliverables

Deliverables shall be delineated on individual Task Orders for specific tasks/services and shall include, but not limited to:

- Environmental survey reports pursuant to Appendix G of the State California Environmental Quality Act (CEQA) Guidelines including surveys related to biological resources, cultural resources, aesthetics, agriculture, noise analyses, traffic, air quality, and other resource categories.
- Environmental documentation (to be determined based on outcome of the environmental surveys): Initial Study, Mitigated Negative Declaration, Environmental Impact Report (EIR).
- Mitigation Monitoring and Reporting Plans.
- Preparation of Public Notices and mailing lists as required under CEQA.
- Regulatory Permits related to these projects, as needed.

Exhibit B – Task Order Sample

TASK ORDER

Date: _____

Consultant: _____ **Agreement No:** _____

Project Name: _____

Task Number: _____ ***Work Order/Task Code No:** _____

Justification for Services: _____

Scope of Work:
(Attach Proposal)

Authorized Subcontractors: _____

Budget: \$ _____ **Duration:** _____

Work Products: _____
(Attach the Consultant's proposal and current summary of previously authorized work)

EPT Project Manager Approval **Date**

Consultant Approval **Date**

Sr. Administrative Analyst Approval **Date**

Agreement Administrator Approval **Date**

Team Manager, O&M Charges **Date**

Original to Gail Naylor, copy to Consultant, copy to EPT Project Manager

Exhibit C – Fee Schedule

1. Consultant shall use the most available qualified employee, at the lowest rate, to carry out assignment.
2. Hourly rates shall remain firm for the duration of the Agreement.
3. Non-reimbursable Expenses
 - Communication equipment
 - In-house photocopying
 - All equipment to be used in the field and all office equipment must have the project manager's approval in writing prior to being placed in use
 - Office supplies
 - Postage – if special overnight mailing is needed, must be approved by Metropolitan's environmental project manager
 - Facsimiles
 - Toll lane fees (without prior authorization and receipt)
 - Project administration fees
 - Mark-ups for other direct charges
 - Overtime

RINCON CONSULTANTS, INC. - Prime

CLASSIFICATION TITLE	HOURLY RATE
Senior Principal II	\$192.40
Principal I	\$155.13
Senior Supervisor II	\$143.76
Supervisor I	\$135.22
Senior Staff II	\$133.99
Senior Staff I	\$122.46
Professional Staff Analyst III	\$112.52
Professional Staff Analyst II	\$89.53
Professional Staff Analyst I	\$78.12
Environmental Technician	\$67.23
Environmental Field Aide	\$40.18
Senior GIS Specialist	\$106.81
GIS Specialist	\$78.12
CAD Specialist	\$78.12
Graphic Designer	\$70.50
Technical Editor	\$75.18
Clerical/Administrative Support Staff	\$51.15
Production Technician	\$51.15

LIST OTHER DIRECT COSTS AND EXPENSES BELOW:

(Include any "other direct costs/expenses from sub-consultants.)

ITEMS/EXPENSES
Sub-consultants, labor and expenses – at cost
Job specific travel as noted above, including mileage at IRS rate for both personal and Company-owned vehicles
See Equipment Schedule (below) for specific job-chargeable equipment expenses.

RINCON CONSULTANTS, INC.
EQUIPMENT SCHEDULE FOR ENVIRONMENTAL SCIENCES AND PLANNING

Equipment	Rate	Unit
Environmental Site Assessment		
Bailer	\$ 25	Day
Brass Sample Sleeves	\$ 10	Each
DC Purge Pump	\$ 35	Day
Disposable Bailer	\$ 20	Each
Flame Ionization Detector	\$ 200	Day
Four Gas Monitor	\$ 120	Day
Hand Auger Sampler	\$ 55	Day
Level C Health and Safety	\$ 60	Person per day
Oil-Water Interface Probe	\$ 85	Day
Photo-Ionization Detector	\$ 120	Day
Soil Vapor Extraction Monitoring Equipment	\$ 140	Day
Water Level Indicator	\$ 35	Day
Water Resources		
Dissolved Oxygen Meter	\$ 45	Day
Refractometer (salinity)	\$ 30	Day
Sterilized Sample Jar	\$ 5	Each
Temp-pH-Conductivity Meter	\$ 50	Day
Turbidity Meter	\$ 30	Day
Natural Resources Field Equipment		
Fiberoptic Scope	\$ 90	Day
Infrared Sensor Digital Camera	\$ 50	Day
Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$ 150	Day
Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$ 95	Day
Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$ 45	Day
Field Equipment Package, remote (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24Hour Safety Phone)	\$ 125	Day
Laser Rangefinder/Altitude	\$ 10	Day
Mammal trap, large / small	\$1.50 / \$0.50	Each per trap cycle
Minnow trap	\$ 85	Each per job
Net, hand / large seine	\$ 10 / \$ 50	Day
Petterson Bat Ultrasound Detector/Recording Equipment	\$ 150	Job
Pit-fall Trap	\$ 5	Each per trap cycle
Scent Station	\$ 20	Station
Spotlight	\$ 5	Day
Trimble GPS (submeter accuracy)	\$ 190	Job
Spotting Scope	\$ 150	Job
Multi-Services Field Equipment		
Anemometer	\$ 5	Day
Computer Field Equipment	\$ 45	Day
GPS unit, standard field	\$ 10	Day
Sound Level Meter	\$ 50	Day

LINSCOTT, LAW & GREENSPANS ENGINEERS – Sub-consultant

CLASSIFICATION TITLE	HOURLY RATE
<i>Transportation Engineers</i> Principal Engineer	\$254.06
Senior Transportation Engineer	\$139.25
Transportation Engineer III	\$110.08
Transportation Engineer II	\$97.70
Transportation Engineer I	\$80.45
<i>Transportation Planners</i> Transportation Planner III	\$107.26
Transportation Planner II	\$95.55
<i>Technical Support</i> Engineering Technician II	\$73.73
Engineering Associate II	\$91.08
Engineering Aide I	\$39.03
Word Processor/Secretary	\$82.82

LIST OTHER DIRECT COSTS AND EXPENSES BELOW:

(Include any "other direct costs/expenses from sub-consultants.)

ITEMS/EXPENSES
Traffic Sub-consultant Oversight / Traffic Counts: at cost (project-required traffic counts)
Mileage at IRS rate for both personal and Company-owned vehicles
Courier Charges / Overnight Deliveries: at cost (project-related reimbursable expenses)

Exhibit D – Travel and Other Allowable Expenses

All travel expenses shall be paid by Consultant unless expressly authorized by this Agreement.

Billing and Supporting Documents: Consultant shall submit all supporting documents (receipts) for each expense listed below. Attached receipts should itemize each cost and provide descriptive information so that expenses are separately identified.

Trips that require travel in excess of 200 miles one way shall be made by commercial airline unless the circumstances dictate otherwise. Reimbursements for transportation costs for trips over 200 miles one way by any form of transportation other than commercial airline shall generally not exceed the standard round-trip airline coach airfare in effect at the time, plus any personal auto mileage and airport parking that would have been incurred and reimbursable if airline transportation had been used.

Air Travel

Air Travel shall be made by commercial airline at coach or economy airfare. If flight accommodations are upgraded from coach or economy airfare, all additional charges shall be paid by the consultant, and not charged to the agreement.

If consultant is combining personal travel with Metropolitan travel (business), personal travel or family member expenses cannot be charged to Metropolitan.

Car Rental

Car rental shall be the most economical vehicle to fulfill Consultant needs. Metropolitan will not pay for collision or personal liability insurance. Rental cars must be authorized in advance through a Task Order. One automobile rental for up to three travelers of an economical vehicle is acceptable. Any changes from these guidelines require approval by Metropolitan's project manager in writing. If an automobile is rented on a monthly basis by Consultant, the monthly cost is divided by the number of days in the month and hours worked to arrive at a prorated hourly rental cost for reimbursement. Any other cost to be billed must be documented as to why it is required and receipts must be submitted.

Taxis

Where it becomes necessary to use a taxi for approved Metropolitan business, the cost of the fare and reasonable gratuity will be reimbursed.

Lodging

Consultant shall book reservations at conveniently located hotels, which have moderate rates.

Meals

Meal allowance for any location is \$50 per day, or \$10 breakfast, \$15 lunch, and \$25 dinner. Meal allowance may include non-alcoholic beverages and tips.

Personal Automobile Reimbursement

Personal automobile reimbursement is allowable only from Consultant's local office to project site location or meeting destination as determined by the Agreement Administrator, and will be paid at the current IRS allowable rate.

Non-reimbursable Travel Expenses

- Entertainment (i.e., "in-room" movies, alcoholic beverages, health clubs, and theater tickets).
- All expenses for non-business purposes.
- Personal life or travel insurance.

Exhibit E – Invoice Summary Requirements (Sample)

Bill to: The Metropolitan Water District Date: Month XX, 200_
 of Southern California Invoice: XXX-XX
 Attention: Accounts Payable
 P.O. Box 54153
 Los Angeles, California 90054-0153

Project: Agreement #; On-call Environmental Services

Dates of Service: Month XX through Month XX, 200_

SUMMARY OF WORK PERFORMED

For professional consulting services from, in connection with the ABC study

Task 1 On-Call consultation for General Archaeological Issues/Contract	\$4,143.38
Task 2 EIR for Treatment Plant Expansion	0.00
Task 5 Native American Consultation Report	0.00
Task 6 External Affairs Support	\$1,500.00
Task 8 Endangered Species Act Legislative Review	\$15,156.00
Task 19 Development of Interim Curation (See attached billing summary for details)	0.00
INVOICE TOTAL	<u>\$20,799.38</u>
Maximum Amount Payable <u>Per Agreement</u>	\$400,000.00
Previously Accumulated Billed:	\$37,554.27
Balance of Maximum Amount Payable	<u>\$362,445.73</u>

Example of Labor Charges by a Flat Hourly Rate (**SAMPLE**)
(Each Must Include This Information)

Task Order No. 1 On-Call Consultation for General Archaeological Issues

Agreement 50000 Invoice No. 610-33

Invoice Period January 1 through January 31, 200_

DIRECT LABOR	DATE	RATE	HOURS	COST
Office Manager				
Bill Munch	8/04/03	71.80	8.5	\$ 143.60
	8/12/03	71.80	5.0	\$ 359.00
Principal Engineer				
Bruce Wise	8/12/03	107.40	9.0	\$1,074.00
	8/16/03	107.40	5.0	\$ 537.00
	8/18/03	107.40	2.0	\$ 214.80
Engineer				
Paul Inches	8/10/03	95.40	9.0	\$ 858.60
Technician				
John Tetan	8/15/03	51.60	2.0	\$ 103.20
Office				
Susan Doe	8/04/03	35.90	6.0	\$ 215.40
TOTAL				\$3,505.60

DIRECT EXPENSES

Travel/Transportation

Mileage/Personal Vehicles (Points of Travel)	307.00
Air Travel	0.00
Meals (type of meal, date, and attached receipt)	24.33
Lodging (daily room rate and receipt)	0.00
SUBTOTAL	\$ 331.33

OTHER DIRECT COSTS

Outside Printing (receipt)	0.00
Rented Vehicles (daily including contract and receipt)	139.00
Rental Vehicle Fuel (daily and receipt)	23.84
Leased/Rented Equipment (Contract)	0.00
External Reproduction Processing (receipt)	56.11
Misc. Services (description and receipt)	87.50
SUBTOTAL	\$ 306.45

TOTAL TASK ORDER AMOUNT \$4,143.38

Exhibit F – ACORD Insurance Certificate

(see attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Pam Ayerle PHONE (A/C No. Ext): (805) 585-6737 E-MAIL ADDRESS: payerle@tolmanandwiker.com	FAX (A/C, No): (805) 585-6837
	INSURER(S) AFFORDING COVERAGE	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER A: Golden Eagle Ins Corp.	NAIC # 10836
	INSURER B: State Compensation Ins. Fund	NAIC # 35076
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 14/15 AU/WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA8962991	12/17/2013	12/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			9086946-2014	2/1/2014	2/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
AUTO: Metropolitan, its officers, officials, employees and agents are Additional Insured as respects to operations of the Named Insured per GECA7010107. This Insurance is Primary & Non-Contributory to any other Insurance per CA00011001. **AUTO/WC:** A Waiver of Subrogation is added in favor of the Additional Insured per (GL)GECA7010107 & (WC) 10217Rev.1-2012. Endorsements apply only as required by written contract during the policy term.

CERTIFICATE HOLDER agreementinsurance@mdwh2o. Metropolitan Water District of Southern California Attn: Professional Services Contracting T PO Box 54153 Los Angeles, CA 90054	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Shore/TERIS
---	---

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

- (1) \$50,000
- (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. Coverage Extension.

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under **Coverage A. 1. Who Is An Insured** g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
 - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
 - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
 - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment – Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means a land motor vehicle, "trailer" or semitrailer designed for travel on public roads but does not include "mobile equipment".
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement; or
- 2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

REP C1
9086946-14
NEW
SC
3-63-06-29
PAGE 1 OF 1

HOME OFFICE
SAN FRANCISCO

ALLEFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

EFFECTIVE FEBRUARY 1, 2014 AT 12.01 A.M.
AND EXPIRING FEBRUARY 1, 2015 AT 12.01 A.M.

RINCON CONSULTANTS INC.

180 N. ASHWOOD AVE.
VENTURA, CA 93003

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

FEBRUARY 11, 2014

2572

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER License # 0E67768 Legends Environmental Ins. Services 130 Vantis, Suite 250 Aliso Viejo, CA 92656	CONTACT NAME: Michael Manawil PHONE (A/C, No, Ext): (800) 992-6999 E-MAIL ADDRESS: Michael.Manawil@legends-enviro.com	FAX (A/C, No): (800) 999-3987
	INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Rincon Consultants, Inc. 180 N Ashwood Ave Ventura, CA 93003		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

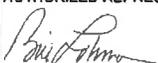
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability <input checked="" type="checkbox"/> Transportation Pol.* GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	EPK-105397	09/22/2014	09/22/2016	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Transp. Pol.* \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						\$ \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	EFX-101817	09/22/2014	09/22/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.*			EPK-105397	09/22/2014	09/22/2016	Included in Above GL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Professional Liability and Transportation Pollution are written on a Claims Made basis.

Agreement # 148294
Metropolitan Water District of Southern California, its officers, officials, and employees are named as additional insured as respects to work performed for them by the named Insured. Insurance is primary; waiver of subrogation applies as required by a written contract. 30 day notice of cancellation with 10 day notice for non-payment of premium in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

Metropolitan Water District of Southern California PO Box 54153 Los Angeles, CA 90054	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization when you have agreed in writing in a contract or agreement to waive your right of recovery against such person or organization.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III - LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows.

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
Any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on a primary and non contributory basis.	Where specified by written contract.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured.	Where specified by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured for Completed Operations Coverage.	Where specified by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

TECHNICAL MEMORANDUM



MWH

BUILDING A BETTER WORLD

To: Ha Nguyen
Metropolitan Water District of
Southern California (Metropolitan)

Date: December 17, 2013

From: Eric Mills, P.E.
Laura Lamdin, P.E.

Reference: 10503157

Subject: Technical Memorandum: Solar Power Opportunities

Introduction

Recent changes in California law, which enhances solar's financial viability coupled with a limited window for participation and lower solar panel costs, has precipitated the development of this Technical Memorandum (TM). The intent of this TM is to identify opportunities for Metropolitan to implement solar power generation on their facilities in an attempt to offset power usage. Analysis is focused on four sites: F.E. Weymouth, Skinner, and Jensen water treatment plants and the Diamond Valley Lake (DVL). The fifth site, Lake Mathews is not considered in this TM due to lack of available space (an Agreement dated 9-14-82 between MWD and the State of CA Dept. of Fish and Game established an ecological reserve around Lake Mathews). Analysis considers land availability, the benefits and costs associated with current electrical use profiles and available renewable tariff structures. This TM also evaluates the option of developing a solar project under a Power Purchase Agreement (PPA). This TM will also be included in the update to the Energy Management and Reliability Study (2013 EMRS).

Details of the analysis are presented in the following pages.

RES-BCT Opportunity

In 2009, a similar solar evaluation study was conducted to broadly identify solar opportunities within Metropolitan's service area. As part of that study, a 1-MW solar facility was constructed at the Skinner water treatment plant. That facility is now producing power and offsetting power purchases from Southern California Edison (SCE). At the time of the design and construction of the Skinner solar project, the size of the project under a net metering tariff was limited to 1 MW.

A recent change in state law now provides incentives and new tariff structures for local governmental agencies to build renewable projects in excess of 1 MW. On April 22, 2013 a new Renewable Energy Self-Generation Bill Credit Transfer Program (RES-BCT), Resolution E-4283, was approved. The RES-BCT Program is available under the IOUs (i.e., Southern California Edison (SCE), Pacific Gas & Electric, and San Diego Gas & Electric) and allows local governmental entities to receive a credit on their electric bill for excess renewable energy generated at one facility (generating facility), and credit it against their other retail electric accounts (benefiting accounts), so long as all accounts are within the same IOU territory. Appendix A illustrates the generation of solar, use onsite, and credit generation of a typical day. Local governments, for the purpose of RES-BCT, are defined as “city, county, whether general law or chartered, city and county, special district, school district, political subdivision, or other local public agency, but shall not mean a joint powers authority, the state or any agency or department of the state, other than an individual campus of the University of California or the California State University”. By this definition, Metropolitan is considered a local governmental agency, and can construct generation facilities, or convert existing generation facilities, to a RES-BCT tariff.

There are several limitations to the RES-BCT program:

1. A generating facility is capped at 5 MW
2. Each IOU has a total cap on participation in their service area; SCE’s limit is 123.8 MW
3. The amount of the credit is based on the generation component of the customer’s rate schedule, and not on the full retail rate.
4. Credits can only be allocated to benefiting accounts in whole percentage intervals (i.e., if there is \$100 worth of credits for a month, and 40% of credits go to account A and 60% of credits go to account B, account A would be credited \$40 and account B would be credited \$60; you cannot have 40.5% of credits go to an account).
5. Credits can only be applied to generating charges, not demand charges.
6. Local governments may have more than one facility on a RES-BCT tariff, but each facility must have a separate and independent list of accounts that will receive credits.
7. At the end of every 12-month period, any excess credit, per specified account, shall be given to the utility.
8. Benefitting accounts must be on a TOU schedule.

It should be noted that the generating account can also be a benefiting account, and that one account can be specified as an ‘overflow account’. An overflow account is credited with any excess credits.

Three of the four evaluation sites are within SCE’s territory, making their specific RES-BCT program applicable to the Skinner and Weymouth water treatment plants, as well as DVL. These facilities are currently on SCE’s TOU-8 rate schedule. There are several rate structures within this option: CPP, B, A, and R, and facilities can select an option pending requirements. Rate structure R is favorable to facilities with renewable generation, however total participation in this rate structure is capped and fully subscribed, and as such, is not available to Metropolitan. Rate structure A is also generally favorable to renewable generation, including

solar, because the rate structure results in a higher credit value for solar exported to the grid. However, under SCE's rate case (accepted in April 2013), SCE inserted new language defining default structures and the Otherwise Applicable Tariff (TOU-8-B). Based on SCE's interpretation of this language, Option A is no longer available for RES-BCT projects. **As of the date of this TM, SCE is reviewing the rate language which inadvertently eliminated the TOU-8-A option.** The solar evaluations included in this TM for properties in SCE's territory look at the benefits under current interpretation (Option B), and Option A (TOU-8-A), should SCE revise the rate language.

Despite the limitations to the program, RES-BCT represents an opportunity for Metropolitan to increase the amount of solar in their energy portfolio in an economical fashion.

Metropolitan's SCE Electricity Profile

To optimize benefits of a solar facility, or multiple facilities, a full accounting of potential SCE benefitting accounts must be made to ensure all benefits are being credited.

In 2012, Metropolitan had a total of 439 accounts with SCE (Appendix B), and the energy demand at each account ranged from 11,552,040 to 0 kWh/year. The average energy consumption per account is 97,433 kWh, while the median energy consumption per account is 1,119 kWh per account. These statistical values indicate that there are a few accounts with very high energy consumption and many accounts with relatively low consumption. In terms of cost, the total charges for these accounts range from approximately \$1.2 million to approximately \$100 per year.

Solar Evaluation

There are two main factors to consider when evaluating solar potential. The first consideration is land availability. At this time, each MW of solar requires 4-5 acres of land. Solar companies have moved toward anchoring the solar facilities on piers/piles that penetrate the ground surface. However, where driven piers is not an option, pre-fabricated concrete footings could be considered as an alternative. Therefore, soils conditions must be considered, as must any underground utilities. An important underground utility to consider on Metropolitan property, especially at treatment plants, is feeder pipelines. Protection of, and access to, these feeder pipelines is an important consideration in the development of solar facilities that may impact the effective available space. In addition, square or rectangular footprints are best for solar facilities to minimize necessary supporting infrastructure. The second consideration is the electrical load at the site of generation. Each kWh of electricity has a higher value if used onsite to offset electrical demand than if it is exported to the grid for a credit as on-site use avoids generating and demand charges while credits are received for generating charges only. This difference can be worth approximately \$0.02/kWh, depending on rate schedule.

Other factors to consider in an overall solar evaluation, regardless of facility location, are the costs associated with the solar facility and the amount of credit potential within Metropolitan's accounts with SCE. In terms of cost, there are economies of scale associated with the purchase of solar facilities. These economies of scale begin to be realized in systems in the 2-3 MW range, and can reduce the unit price of a system by \$0.30 - \$0.50 per installed watt. As a reference point, the price for solar panels at Skinner was approximately \$8-\$10 per watt. Excess

supply at a low cost has driven down prices to below \$3.50 per watt, with exact prices varying based on site conditions (i.e., soil type, distance to tie-in, etc.).

Based on these factors, Metropolitan facilities in SCE's territory evaluated in this document include the Weymouth and Skinner Water Treatment Plants, as well as Diamond Valley Lake. While the Diemer Water Treatment Plant is also located in SCE's service area and has large electricity demand, it is co-located with Metropolitan's Yorba Linda hydropower facility. Metropolitan is converting the Yorba Linda hydropower facility to be 'behind the meter' and directly serve demand at Diemer. It is expected that on an annual basis that Yorba Linda hydropower facility will produce enough electricity to cover 100% of Diemer's electricity needs, including the electricity demands of Diemer's ozone treatment facilities that are expected to be online in 2014. Lake Mathews was also considered in the preliminary stages of this evaluation, however environmental restrictions related to an Agreement dated September 14, 1982 between Metropolitan and the State of California's Department of Fish and Game established an ecological reserve around Lake Mathews that prevents development. Therefore, space for the development of solar is not available at Lake Mathews.

Weymouth Water Treatment Plant

The Weymouth Water Treatment Plant (Weymouth) is located in La Verne, California. In 2012, it consumed 10,396,992 kWh of electricity with a peak demand of 2,160 kW.

Land Availability

While land availability is not as constrained at Weymouth as it is at other treatment plants, some of this land is not suitable for solar because of feeder pipelines that run diagonally through the available land. Based on discussions with Metropolitan staff and the locations of feeder pipelines, a total of 17 acres is available for solar (Figure 1), This location may be suitable for a 3 MW solar facility, however more precise space and capacity optimization will need to be conducted at a more advanced phase.

Benefits and Costs – Capital Purchase

To calculate the benefits of a solar facility, Weymouth's electrical demands, in 15-min intervals was obtained from SCE for the 12-month period from August 1, 2012 to July 31, 2013. This data is used to calculate the average kWh consumed at Weymouth for each hour of the 12-month evaluation period. This consumption data is compared to expected hourly generation from a 3 MW facility, as estimated by PVSIM, a simulation program to estimate solar power production, and results in an hour-by-hour evaluation of solar consumed on-site, solar exported to the grid, and grid energy purchased from SCE. The value of avoided electricity charges and credits is then determined by factoring in SCE rate schedules, time of use, and shifts in clock time due to daylight savings. A flow-diagram of this process is contained in Appendix C.

A 3 MW system at Weymouth would generate approximately 7,700,000 kWh of electricity in the first year. An evaluation of benefiting accounts and generated credits is done to ensure that all generated credits are being used. For the evaluation of solar at Weymouth, only two benefiting accounts are assumed: Weymouth, and OC-88/OC-88A. Based on 2012 consumption, the total electricity demands from SCE are expected to be approximately 10.4 million kWh at

Weymouth and 6.8 million kWh at OC-88/OC-88A. Solar production would directly offset 4.5 million kWh at Weymouth and would generate approximately \$183,000 in monetary credits under TOU-8-B and \$325,000 in monetary credits under TOU-8-A.

Under TOU-8-B, Weymouth could absorb 63% of the credits while OC-88/OC-88A could absorb the remaining credits so that 100% of the credits are absorbed (Table 1). Addition of ozone at Weymouth in 2016 would provide enough additional demand that 100% of the credits could be used at Weymouth alone. Since benefitting accounts can be re-designated each year, the addition of ozone at Weymouth would be a good time to re-designate benefitting accounts to more optimally use credits.

Under TOU-8-A, Weymouth could absorb 36% of the credits while OC-88/OC-88A could absorb the remaining credits so that 100% of the credits are absorbed (Table 1). Addition of ozone at Weymouth in 2016 would provide enough additional demand that 100% of the credits could be used at Weymouth alone. Since benefitting accounts can be re-designated each year, the addition of ozone at Weymouth would be a good time to re-designate benefitting accounts to more optimally use credits.

Based on the Weymouth solar evaluations, 1% of total available credits at a 3 MW facility is expected to vary significantly based on which TOU-8 option is available. Since credits can only be allocated in full percentages, and only one overflow account can be specified, optimal allocation occurs when all benefitting accounts have minimum generation charges in the amount of 1% of the total credit value. This drastically reduces the number of potential benefitting accounts for Metropolitan.

**Table 1
Solar Credit Generating and Use - Weymouth**

	TOU-8-B	TOU-8-A
Before Ozone		
Annual Energy Demand (kWh)	10,400,000	10,400,000
Annual Energy Offset On-site (kWh)	4,500,000	4,500,000
Annual Credits Generated (\$)	\$183,000	\$325,000
Annual Credits Absorbed (%) – Weymouth Alone	63%	36%
Annual Credits Absorbed (%) – Weymouth and OC-88	100%	100%
After Ozone		
Annual Energy Demand (kWh)	14,600,000	14,600,000
Annual Energy Offset On-site (kWh)	5,900,000	5,900,000
Annual Credits Generated (\$)	\$106,000	\$177,000
Annual Credits Absorbed (%) – Weymouth Alone	100%	100%

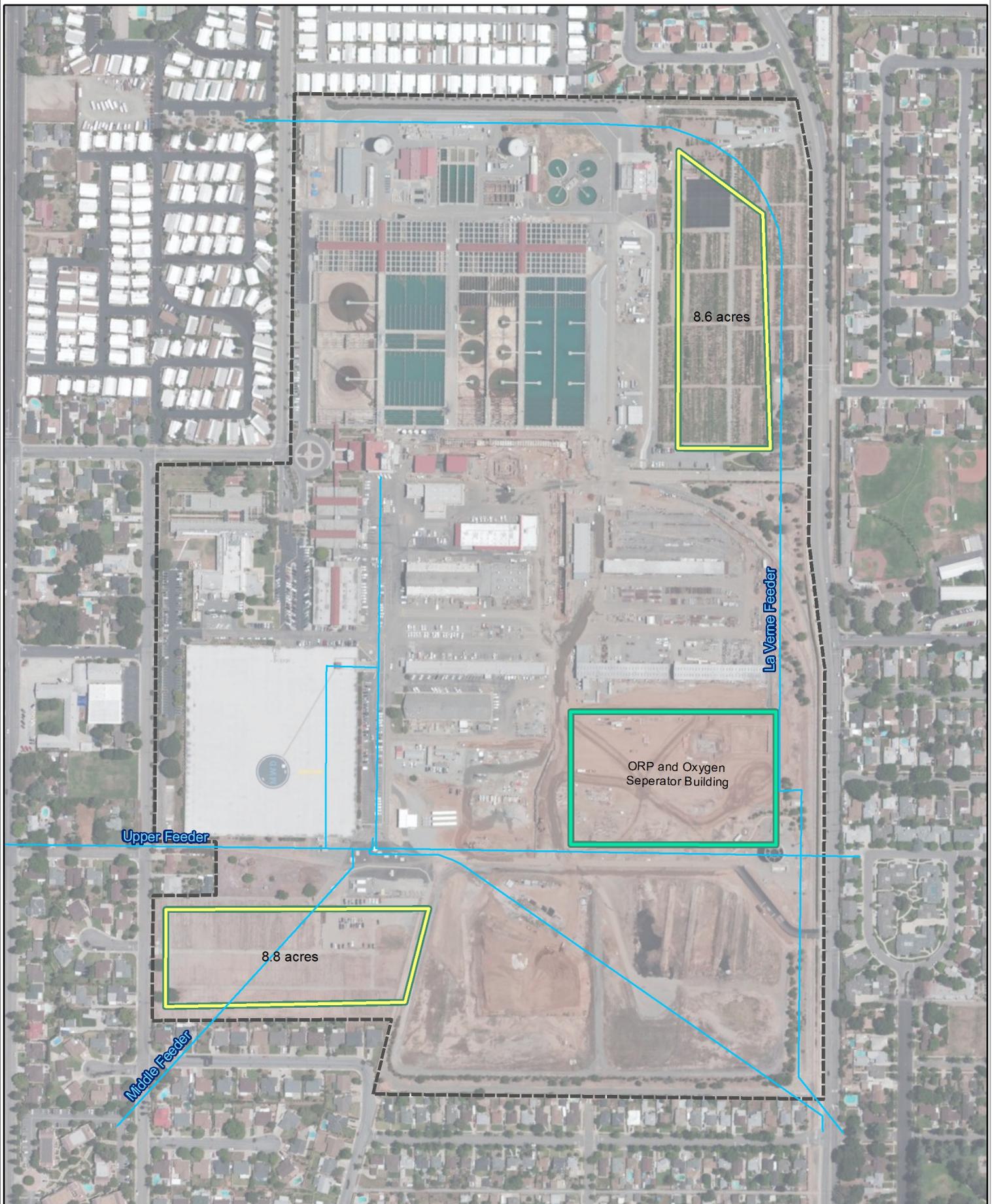
A single dollar value for a kWh (\$/kWh) generated by the solar facility is needed to conduct a cost-benefit analysis. The dollar value for a kWh is the sum of the avoided costs and the value of the credits generated for the first year, divided by the total kWh generated in the first year. Additional benefits include CSI rebates for the production of 1 MW, and revenue from selling Renewable Energy Credits (RECs) (CSI rebates are available for systems enrolled in the RES-BCT program). The weighted average value per kWh for a 3 MW solar system at Weymouth is \$0.1089 under TOU-8-B, and \$0.1264 under TOU-8-A. Costs for the system include an installed cost, including warranties and a performance guarantee, state sales tax, and operations and maintenance costs. Additional assumptions include:

- Total Cost Estimate \$15,200,000
- MWh per year 7,700
- Annual PV Degradation 0.25%
- Utility Escalation 4-8%
- O&M Escalation 3%
- Percent Financed 100%
- Interest Rate 3.5%
- Loan Term 30 Years
- Bond Issuance/Debt Service 0.5%
- SCE Interconnection \$250,000
- Mobilization \$50,000
- Civil Site Work \$280,000/MW (includes gravel base)
- Markups \$124,550/MW (includes contractor insurance program, prime contractor OH&P on subs, subcontractor markups, etc. - most is state sales tax allowance)
- Contingency 3.5%
- Admin & Management 10%
- Weymouth Solar Installation \$3.12/Watt

Some expected costs were estimated to provide a benefit-cost analysis of full costs. These estimates are conservative, and include Rule 21 study (SCE Interconnection) and any associated electrical upgrades, civil site work, ground cover (i.e., adding gravel under the panels), various markups, contingency and project administration and management costs. Solar Installation costs are based on discussions with solar vendors, and variability between locations is due to differences in site specific conditions (i.e., distance to connection point, presence of existing infrastructure for solar, etc.). Some of the civil site work in the southern portion of the Weymouth water treatment plant have been done, and because of the site of the Weymouth electrical feed, the SCE interconnection study would likely cost much less, further reducing the cost per MW.

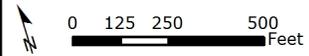
The anticipated benefits are dependent on future electricity prices. This evaluation includes a sensitivity analysis, with annual utility escalation at both 4% and 8%. This is expected to capture a range of future benefits. For comparison purposes, the annual average increase in electricity

prices since 1970 has been 6.5%, while the annual average increase in electricity prices since 2000 has been 4%.



Key to Features

- Major Feeder
- Proposed Solar Facilities
- Future or In Progress Projects
- Operations Area



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 - On-Call Eng Svcs\TO 35 - EMRS 2013
 Update\06 Studies and Reports (EIR's, Etc.)\
 14 Electronic Files - Modeling\GIS_MXDs\
 Fig1_PropWeymouth.mxd
 Date: November 20, 2013

**Proposed Location
 of Solar Facilities
 Weymouth**



Figure 1

Under TOU-8-B, based on a comparison of the costs and benefits over a 30-year period, the present value Benefit-Cost ratio for utility escalation of 4%-8% is expected to range from 1.57 to 2.83, respectively, with a payback period of 12-14 years. The associated net present value (NPV) ranges from \$8.3 - \$27.8 million, assuming a 4% discount rate.

Under TOU-8-A, based on a comparison of the costs and benefits over a 30-year period, the present value Benefit-Cost ratio for utility escalation of 4%-8% is expected to range from 1.80 to 3.29, respectively, with a payback period of 10-12 years. The associated NPV ranges from \$12.1 - \$34.8 million, assuming a 4% discount rate.

The NPV calculations are based on financing the solar over a 30 year period. Overall expenditures for the system would be less if the system were purchased from an up-front cash payment, as there would be no interest or financing fees.

Power Purchase Agreement Evaluation

A 3 MW solar facility was also evaluated under a Power Purchase Agreement (PPA). A Power Purchase Agreement is a method of acquiring solar where a third party purchases, owns, and operates a solar facility on Metropolitan property and sells all electricity produced from the system directly to Metropolitan. A solar facility under the RES-BCT program can be acquired/financed through a PPA.

A survey of California solar PV projects over 1 MW signed under a PPA agreement by IOUs in 2011 and 2012 showed that half of contracted rates were below \$89/MWh. While there have been some well published instances of utilities that have received rates significantly lower (i.e., in fall of 2012, the City of Palo Alto signed a PPA for \$77/MWh, and in 2013 they approved an additional PPA for 80MW at \$69/MWh), these lower rates are associated with projects that are much larger than those that can be accomplished within the available space at Weymouth. In addition, publications only provided the initial contract terms and did not discuss whether they were levelized costs, or whether the contract contained a price escalator. There are significant economies of scale in solar installations that begin taking effect in the 2-4 MW range and grow larger with larger installations. Therefore, a rate of \$89/MWh is considered the low end for what Metropolitan could expect to receive for a solar facility at Weymouth, and PPA prices for systems could easily be in the \$100-\$110 per MWh range.

Assuming a levelized (i.e., flat) cost in the range of \$89 - \$110 per MWh, the same production evaluated under a capital purchase, and a utility escalation of 4%-8%, the NPV of a PPA can be expected to range from \$8.8 - \$38.2 million. This does not include any expenditures on Metropolitan's part for engineering, design, administration, or project management. In the case of a PPA, Metropolitan would be paying the PPA for the electricity produced by the solar facility, therefore, there is no defined 'payback' period.

Weymouth Conclusion

While the NPV of the PPA is very similar to that of a capital purchase, there are several additional factors that should be considered when recommending a purchase method. The capital cost estimates include project administration and management costs that would not be included in the PPA estimates, making the real cost of the PPA higher than estimated. Entering

into a PPA also requires signing a lease agreement with the PPA organization for the land on which the solar facility will be built, as well as give the PPA organization access to the land for maintenance. This can be problematic on water treatment plant sites, reducing overall future flexibility. Concerns over lease agreements on treatment plant land may be compounded by two uncertainties: what happens at the end of the PPA agreement, and what happens if the PPA entity goes bankrupt. Currently, no PPA contract for a solar facility has been complete. It is unknown how the end of the contract would be handled (i.e., would Metropolitan have the option to purchase the facility?, how would purchasing the facility be priced?, would they remove the facility and related infrastructure?, etc.). Also, it is not clear how the lease agreement with the PPA would be handled in the event of a bankruptcy, potentially reducing control over what entity would have access to the treatment plant. Any attempt to contractually mitigate these concerns is likely to raise the contract price of the PPA. Additionally, PPA structures favor the lowest cost option, which may be prone to higher degradation and failure rates. Based on the close project costs, the concerns over leasing water treatment plant land, the uncertain future of PPAs, and the similarity in expected NPV, it is recommended that Metropolitan directly purchase the solar system.

Skinner Water Treatment Plant

The Skinner Water Treatment Plant (Skinner) is located in Winchester, California. In 2012, it consumed 11,552,040 kWh of electricity with a peak demand of 2,590 kW. This is in net of the electricity generated and consumed from the existing 1 MW Skinner Solar facility.

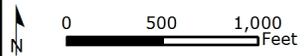
Land Availability

Land availability is not highly constrained at Skinner, however soil conditions must be considered, as must any underground utilities, when determining the type of foundation for the solar panels. Based on discussions with Metropolitan staff, there is more land available than needed to build 4 additional MW of solar, for a total of 5 MW, the RES-BCT limit. The land proposed for the additional 4 MW of solar is shown in Figure 2 and was selected for proximity to the existing solar facility.



Key to Features

- Major Feeder
- Future or In Progress Projects
- Proposed Solar Facilities
- Operations Area



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 Date: October 24, 2013

Proposed Location of Solar Facilities Skinner



Figure 2

Benefits and Costs – Capital Purchase

To calculate the benefits of a solar facility, Skinner electrical demands in 15-min intervals was obtained from SCE for the 12-month period from August 1, 2012 to July 31, 2013. This data is used to calculate the average kWh consumed at Skinner for each hour of the 12-month evaluation period. This consumption data was compared to expected hourly generation from a 4-MW facility, as estimated by PVSIM, and results in an hour-by-hour evaluation of solar consumed on-site, solar exported to the grid, and grid energy purchased from SCE. The value of avoided electricity charges and credits is then determined by factoring in SCE rate schedules, time of use, and shifts in clock time due to daylight savings.

An evaluation of benefiting accounts and generated credits is done to ensure that all generated credits are being used. For the evaluation of solar at Skinner, many benefiting accounts are assumed (Table 2):

**Table 2
Benefiting Accounts Assumed in Evaluation of Additional Solar at Skinner**

Account Number	Address	2012 kWh	2012 Max kW
246456735	33740 Borel Road	11,552,040	2,590.0
3737427	27500 RAMONA EXPRESSWAY	1,426,627	2,284.8
1388719	18250 LA SIERRA AVE	1,293,812	304.3
1022151	700 MORENO AVE	969,396	186.2
16764308	33610 NEWPORT	569,862	432.0
29480324	2325 SEARL PKWY	438,182	233.3
18417579	NEWPORT W/O DAM	342,175	83.0
9888717	9737 PETERS CANYON	240,322	72.5
1388682	1 SYCAMORE SN DIMASCYN	168,323	34.8
1388787	CASTAIC DAM DOWN ST	155,934	41.0
1388771	35100 WASHINGTON ST	149,861	147.1
13714327	20584 BAKE PKWY	135,322	316.8
1388720	34 CAJALCO-TEMESCAL	124,506	24.0
2345598	8248 ETIWANDA AVE	119,453	45.0
29480377	2325 SEARL PKWY BLDG 1	116,164	55.0
200933	9840 MILLER WAY	113,749	23.6
8315137	33752 NEWPORT RD	95,040	42.6
16924401	19940 FIFTH C	86,775	26.0
1388813	3835 SEPULVEDA BLVD	85,948	22.8
2662293	VALVWN/OBASTNCHRY	84,601	23.4
2195883	34 BORDER-MESQUITE	82,803	23.6
1030047	5105 LIVE OAK CANYON RD	73,486	18.6
2195885	627 W LAMBERT RD	73,326	23.0
13571578	500 NEWPORT	62,310	16.0
1388784	19775 PATTERSON AVE	60,526	26.0
626825	1061 S ORANGE AVE	52,578	31.6

Account Number	Address	2012 kWh	2012 Max kW
1388773	26540 RAMONA EXPRESSWAY	51,966	19.4
3646648	PLEASANTS PEAK	49,956	13.9
29480340	2325 SEARL PKWY	47,434	18.6
150291	1061 S ORANGE AVE	43,858	52.7
1388840	41110 PINE BENCH RD	43,104	10.3
1388814	3835 SEPULVEDA BLVD	40,745	10.4
13930775	33600 PATTERSON	37,980	14.0
4803642	33740 1/2 BOREL RD FSH	34,855	10.0
1230600	26540 RAMONA EXPRESSWAY	32,943	9.7
17099812	28820 LYON	31,952	10.0
732359	OR CO RES BREA CYON	30,900	16.0
1388815	S/E COR P V D EAST	29,557	8.4
29480367	2325 SEARL PKWY MTGROOM	27,786	11.7
26898615	2340 SEARL PKWY LS-3	26,032	N/A
1388788	CASTAIC DAM DOWN ST	25,676	18.4

A 4 MW system at Skinner would generate approximately 11.1 million kWh of electricity in the first year. Based on the Skinner solar evaluations, 1% of total available credits at an additional 4 MW facility is expected to vary significantly based on which TOU-8 option is available. Under TOU-8- B, 1% of credits is worth approximately \$4,500, while under TOU-8-A, 1% of credits is worth approximately \$7,500. Since credits can only be allocated in full percentages, and only one overflow account can be specified, optimal allocation occurs when all benefiting accounts have minimum generation charges in the amount of 1% of the total credit value. This drastically reduces the number of potential benefiting accounts for Metropolitan.

Under TOU-8-B, the benefiting accounts listed in Table 2 could absorb 100% of the credits generated at Skinner (Table 3).

Under TOU-8-A, the benefitting accounts listed in Table 2 could absorb 70% of the credits generated at Skinner (Table 3). Since OC-88/OC-88A is not needed as a benefitting account for the Weymouth Solar facility once ozone is online at Weymouth, Metropolitan could re-allocate the benefitting accounts and use 100% of the credits (Table 3).

Table 3
Solar Credit Generating and Use - Skinner

	TOU-8-B	TOU-8-A
Annual Energy Demand (kWh)	11,300,000	11,300,000
Annual Energy Offset On-site (kWh)	3,800,000	3,800,000
Annual Credits Generated (\$)	\$450,000	\$750,000
Annual Credits Absorbed (%) – Benefitting Accounts as in Table 2	100%	70%
Annual Credits Absorbed (%) – Benefitting Accounts as in Table 2 plus OC-88/OC-88A	100%	100%

To conduct a cost-benefit analysis, a single weighted average \$/kWh value is calculated based on the blend of credits and avoided electricity charges. Additional benefits only include revenue from selling Renewable Energy Credits (RECs) as the existing 1 MW solar facility already receives CSI rebates. The weighted average value per kWh for a 4 MW solar system at Skinner is \$0.0924 under TOU-8-B, and \$0.1193 under TOU-8-A. Costs for the system include an installed cost, including warranties and a performance guarantee, and operations and maintenance costs. Additional assumptions include:

- Total Cost Estimate \$18,100,000
- MWh per year 11,100
- Annual PV Degradation 0.25%
- Utility Escalation 4-8%
- O&M Escalation 3%
- Percent Financed 100%
- Interest Rate 3.5%
- Loan Term 30 Years
- Bond Issuance/Debt Service 0.5%
- SCE Interconnection \$250,000
- Mobilization \$50,000
- Civil Site Work \$280,000/MW (includes gravel base)
- Markups \$124,550/MW (includes contractor insurance program, prime contractor OH&P on subs, subcontractor markups, etc. - most is state sales tax allowance)
- Contingency 3.5%
- Admin & Management 10%
- Skinner Solar Installation \$2.76/Watt

Some expected costs were estimated to provide a benefit-cost analysis of full costs. These estimates are conservative, and include Rule 21 study (SCE Interconnection) and any associated electrical upgrades, civil site work, ground cover (i.e., adding gravel under the panels), various

markups, contingency and project administration and management costs. Solar Installation costs are based on discussions with solar vendors, and variability between locations is due to differences in site specific conditions (i.e., distance to connection point, presence of existing infrastructure for solar, etc.)

The anticipated benefits are dependent on future electricity prices. This evaluation includes a sensitivity analysis, with annual utility escalation at both 4% and 8%. This is expected to capture a range of future benefits. For comparison purposes, the annual average increase in electricity prices since 1970 has been 6.5%, while the annual average increase in electricity prices since 2000 has been 4%.

Under TOU-8-B, based on a comparison of the costs and benefits over a 30-year period, the present value Benefit-Cost ratio for utility escalation of 4%-8% is expected to range from 1.5 to 2.83, respectively, with a payback period of 12-14 years. The associated net present value (NPV) ranges from \$9.1 - \$33.1 million, assuming a 4% discount rate.

Under TOU-8-A, based on a comparison of the costs and benefits over a 30-year period, the present value Benefit-Cost ratio for utility escalation of 4%-8% is expected to range from 1.97 to 3.68, respectively, with a payback period of 10-12 years. The associated net present value (NPV) ranges from \$17.6 - \$48.5 million, assuming a 4% discount rate.

It should be noted that this analysis is specific to adding 4 MW of solar to Skinner, and does not analyze the impacts of converting the existing 1 MW solar facility that is net metered (NEM), and adding that to the additional 4 MW for a total of 5 MW RES-BCT. It is expected that this difference will be minimal since the primary difference between a net metering arrangement and an RES-BCT arrangement is that there can be more than one benefitting account and Skinner is already on a TOU-8-CPP rate.

The NPV calculations are based on financing the solar over a 30 year period. Overall expenditures for the system would be less if the system were purchased from an up-front cash payment, as there would be no interest or financing fees.

PPA Evaluation

Assuming a levelized (i.e., flat) cost in the range of \$89 - \$110 per MWh, the same production evaluated under a capital purchase, and a utility escalation of 4%-8%, the NPV of a PPA can be expected to range from \$6.1 - \$49.5 million. This does not include any expenditures on Metropolitan's part for engineering, design, administration, or project management. In the case of a PPA, Metropolitan would be paying the PPA for the electricity produced by the solar facility, therefore, there is no defined 'payback' period.

Skinner Conclusion

Based on the same logic for Weymouth, it is recommended that Metropolitan directly purchase the solar system.

Diamond Valley Lake

Diamond Valley Lake (DVL) is located in Hemet, California. There are two meters at DVL, one on a TOU-GS3-B rate schedule and one on a TGS3-CPP rate schedule. In 2012, these meters respectively consumed 188,488 kWh and 569,646 kWh of electricity with a peak demand of 209 kW and 432 kW.

Land Availability

Land availability is not highly constrained at DVL. Based on discussions with Metropolitan staff there is more land available than needed to build 5 MW of solar, the RES-BCT limit. The land proposed for the 5 MW of solar is shown in Figure 3 and was selected for proximity to the electrical tie-in location. However, a current lease option restricts immediate opportunities at DVL.

Benefits and Costs – Capital Purchase

All potential benefiting accounts with the capacity to credit \$4,500 or more in generating costs were included in the evaluations for Weymouth and Skinner. In fact, the demand at DVL is included as a benefiting account for the Skinner Evaluation. Therefore, despite available land, Metropolitan does not currently have the retail load within SCE territory to install additional solar in SCE's territory under the RES-BCT program.

While Metropolitan does not currently have the retail load within SCE territory to install additional solar under the RES-BCT program, they could build a solar facility and sell the electricity to generate revenue. As an example, a 5 MW system at DVL would generate approximately 14,000,000 kWh of electricity in the first year. At a degradation rate of 0.25%, a 5 MW system would generate approximately 406 million kWh over 30 years. Based on the same cost assumptions used to evaluate the solar facilities for both Skinner and Weymouth and a \$/Watt installed cost of \$2.79, the cost of the system would be \$22.5 million and after including all debt servicing payments, the total expenditures would be approximately \$38 million. This corresponds to a cash payment of \$22.5 million. Assuming a 4% escalator in price, Metropolitan would see a benefit cost ratio of 1 with an initial electricity price of just \$0.06/kWh. Assuming a 0% escalator in price, Metropolitan would see a benefit cost ratio of 1 with an initial electricity price of \$0.10/kWh. Any price that exceeds \$0.10/kWh would result in a higher benefit cost ratio to Metropolitan, and then if regulations, tariffs, or utility programs changed in such a way that Metropolitan could directly benefit from the solar generation (i.e., expand virtual net metering to wholesale loads, etc.) they would have existing facilities to convert to the new tariff/programs.

PPA Evaluation

Using the same levelized (i.e., flat) cost of \$89/MWh used to evaluate a PPA for Weymouth and the same production evaluated under a capital purchase for DVL, the total cost over 30 years is approximately \$36.2 million.

Using the same levelized (i.e., flat) cost of \$110/MWh used to evaluate a PPA for Weymouth and the same production evaluated under a capital purchase, the total cost over 30 years is \$44.6 million.

Diamond Valley Lake Conclusions

Based on the structure of the RES-BCT tariff, what charges the credits can cover, and how the credits are allocated, Metropolitan does not have the retail load to install solar at Weymouth, Skinner, and DVL under the RES-BCT program. The benefits of solar produced at a solar facility under the RES-BCT tariff are higher for electricity that is used onsite in comparison to electricity that is exported to the grid for a credit. Weymouth and Skinner have much higher retail demands than DVL, therefore, a solar facility at these locations have higher benefits. Since DVL has lower benefits, and Metropolitan does not have the retail load to build solar facilities at all three locations, it is recommended that Metropolitan not pursue solar at DVL under the RES-BCT program.



Key to Features



Proposed Solar Facilities



Proposed Routing to Connection Point



0 350 700 Feet

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MWD of Southern California\Agr 115664
- On-Call Eng Svcs\TO 35 - EMRS 2013
Update\06 Studies and Reports (EIR's, Etc.)\
14 Electronic Files - Modeling\GIS_MXDs\
Fig3_PropDiamondLake.mxd

Date: October 30, 2013

**Proposed Location
of Solar Facilities
Diamond Valley Lake**



Figure 3

LADWP

Renewable Energy Options

Feed-in-Tariff

The Los Angeles Department of Water and Power (LADWP) offers a feed-in-tariff (FIT) for renewable energy generation. Under the LADWP FIT program, a generating facility is limited to 3 MW and all electricity generated from the generating facility is sold to LADWP. A total of 100 MW is eligible to participate in the FIT. Of this 100 MW, the first 20 MW will be paid \$0.17/kWh, the second 20 MW will receive \$0.16/kWh. There are a total of 5 steps, and there is a \$0.01/kWh reduction between each step. Allocations will be made every 6 months until the program is fully subscribed, and the allocations for the second step (\$0.016/kWh) are complete, therefore the best possible rate that Metropolitan could expect is \$0.015/kWh. All FIT rates are fixed for the life of the 20 year contract.

Net Metering

LADWP also offers a net metering program for renewable generation. Under the LADWP net metering program, the generating facility is limited to 1 MW, and all credits must be used to offset additional electricity needs at the generating facility (i.e., similar to the current net metering agreement with the 1 MW facility at Skinner). Given the large loads at Jensen, all of the electricity and credits generated from a 1 MW facility would be used on-site.

Jensen Water Treatment Plant

The Jensen Water Treatment Plant (Jensen) is located in Granada Hills, California.

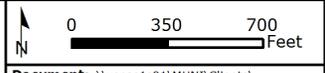
Land Availability

Land availability is constrained at Jensen. Based on discussions with Metropolitan staff and the locations of feeder pipelines, a total of 17.8 acres is available for solar (Figure 4). This is sufficient for approximately 3 MW, which is also the limit of LADWP's FIT program.



Key to Features

- Major Feeder
- Proposed Solar Facilities
- Operations Area



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 MWD of Southern California\Agr 115664
 - On-Call Eng Svcs\TO 35 - EMRS 2013
 Update\06 Studies and Reports (EIR's, Etc.)\
 14 Electronic Files - Modeling\GIS\MXD's\
 Fig4_PropJensen.mxd
Date: October 24, 2013

**Proposed Location
of Solar Facilities
Jensen**



Figure 4

Benefits and Costs Ratio – Capital Purchase

FIT

A 3 MW system at Jensen would generate approximately 7,200,000 kWh of electricity in the first year. At a degradation rate of 0.25%, a 3 MW system would generate approximately 140 million kWh over a 20 year contract, or 208 million kWh over 30 years. This is a smaller output than at the 3 MW solar facility at Weymouth (208 million kWh at Jensen compared to 244 million kWh over 30 years for Weymouth; approximately 15% fewer kWhs) because the direction of plots of land are off azimuth (i.e., not due south), and the weather expected at Jensen is less ‘sunny’ than at Weymouth.

At a flat \$0.15/kWh, Metropolitan would receive \$21 million over 20 years; a 30-year contract, while not part of the FIT program, would provide Metropolitan with \$31 million. The costs are expected to be the same as for Weymouth; the total expenditures on capital costs and debt servicing is \$27.7 million over 30 years. This corresponds to a cash payment of \$16.5 million.

Net Metering

To calculate the benefits of a solar facility, Weymouth electrical demands in 15-min intervals is scaled up to match Jensen’s annual demand from August 1, 2012 to July 31, 2013. This was done because 15-minute data for Jensen was not available. This data is used to calculate the average kWh consumed at Jensen for each hour of the 12-month evaluation period. This consumption data is compared to expected hourly generation from a 1 MW facility, as estimated by PVSIM, and results in an hour-by-hour evaluation of solar consumed on-site, solar exported to the grid, and grid energy purchased from LADWP. The value of avoided electricity charges and credits is then determined by factoring in LADWP rate schedules, time of use, and shifts in clock time due to daylight savings.

To conduct a cost-benefit analysis, a single weighted average \$/kWh value is calculated based on the blend of credits and avoided electricity charges. Additional benefits only include revenue from selling Renewable Energy Credits (RECs). The weighted average dollar per kWh for a 1 MW solar system at Jensen is \$0.1170 under the A-3 rate structure. The A-3 rate structure does differentiate electricity costs based on time of use. Costs for the system include an installed cost, including warranties and a performance guarantee, and operations and maintenance costs. Additional assumptions include:

- Total Cost Estimate 5,200,000
- MWh per year, 3 MW 7,200
- Annual PV Degradation 0.25%
- Utility Escalation 4-8%
- O&M Escalation 3%
- Percent Financed 100%
- Interest Rate 3.5%
- Loan Term 30 Years
- Bond Issuance/Debt Service 0.5%
- Interconnection \$250,000
- Mobilization \$50,000

- Civil Site Work \$280,000/MW (includes gravel base)
- Markups \$124,550/MW (includes contractor insurance program, prime contractor OH&P on subs, subcontractor markups, etc. - most is state sales tax allowance)
- Contingency 3.5%
- Admin & Management 10%
- Jensen Solar Installation \$3.12/MW

Some expected costs were estimated to provide a benefit-cost analysis of full costs. These estimates are conservative, and include needed electrical upgrades, civil site work, ground cover (i.e., adding gravel under the panels), various markups, contingency and project administration and management costs. Solar Installation costs are based on discussions with solar vendors, and variability between locations is due to differences in site specific conditions (i.e., distance to connection point, presence of existing infrastructure for solar, etc.). The costs associated with interconnection would cover atypical metering equipment potentially required by LADWP, as well as any interconnection fees or upgrades needed. These costs are likely to be much less, further reducing the cost per MW.

Under A-3, based on a comparison of the costs and benefits over a 30-year period, the present value Benefit-Cost ratio is 1.5, and the benefits of CSI rebates, credits, and avoided electricity costs is greater than the cost of associated debt payments after year 3, and for a semi-annual payment in year 15. The payment period that is not cash flow positive is due to general site maintenance and improvements in year 15. The net present value of installing a 1 MW solar facility at Jensen is \$2.9 million, assuming a 4% discount rate. This evaluation is dependent on its assumptions, and the assumption with the largest unknown component is the rate at which utilities escalate. A sensitivity analysis showed a Benefit-Cost ratio greater than one for utility escalation at 1.75% per year or greater.

The total expenditures on capital costs and debt servicing is \$8.6 million (i.e., total principal and interest payments over 30 years). Alternatively, the system could be purchased for an up-front cash payment of \$5.2 million.

PPA Evaluation

FIT

There is a possibility that Metropolitan could enter into a PPA agreement with a third party as well as a FIT with LADWP. In this case, the revenue would equal the difference between the PPA rate and the rate that LADWP’s FIT offers. Using the same levelized (i.e., flat) cost of \$89/MWh used to evaluate a PPA for Weymouth and the same production evaluated under a capital purchase for Jensen, the total revenue over 20 years is approximately \$8.6 million. Using the same levelized (i.e., flat) cost of \$110/MWh used to evaluate a PPA for Weymouth and the same production evaluated under a capital purchase, the total revenue over 20 years is \$5.6 million. If this option were pursued it would be important to have a PPA contract for the same length as the contract with LADWP. It is important to note that PPA costs are likely to be

higher for a shorter contract period, however, documentation on existing PPA rates did not consistently provide contract lengths and contract lengths are known to vary, therefore, for consistency in analysis, the values used to evaluate Weymouth and Skinner for 30 year periods were used.

Net Metering

Assuming a levelized (i.e., flat) cost in the range of \$89 - \$110 per MWh, the same production evaluated under a capital purchase, and a utility escalation of 4%-8%, the NPV of a PPA can be expected to range from \$4.6 - \$10.5 million. This does not include any expenditures on Metropolitan's part for engineering, design, administration, or project management. In the case of a PPA, Metropolitan would be paying the PPA for the electricity produced by the solar facility, therefore, there is no defined 'payback' period. Also, since the production at Jensen is less than at Metropolitan's other facilities, it is likely that the PPA price would be higher to accommodate lower production (and thus revenues for the PPA) per installed watt.

Jensen Water Treatment Plant Conclusions

Based on the lower production expected at Jensen, the flat structure of the feed-in-tariff, and the short contract period (i.e., 20 years while capital payback is 30 years), it is not recommended to move forward with implementing solar at Jensen under the feed-in-tariff. It is recommended to consider implementing solar under a net metering arrangement at Jensen, or to engage LADWP in conversations that may lead to a unique arrangement that will allow Metropolitan to develop solar at Jensen in a more profitable manner.

Recommendations

Metropolitan is considered a local agency and can construct generation facilities under the RES-BCT program. Solar facilities at both the Weymouth and Skinner water treatment plants have benefit-cost ratios equal to or in excess of 1.5, in either TOU-8-B or TOU-8-A cases (Table 4). While the Skinner project has a slightly higher benefit-cost ratio than the Weymouth project under the TOU-8-A option, the benefit-cost ratio under the TOU-8-B option is slightly smaller and the Weymouth project is eligible for CSI rebates while the Skinner project is not as it already has a 1 MW solar facility enrolled in CSI. Since the remaining availability in the CSI program is more highly limited than participation in the RES-BCT program, it would be beneficial to slightly prioritize the Weymouth project over the Skinner project.

Based on these factors, it is recommended that Metropolitan pursue a 3 MW solar project at Weymouth and a 4 MW solar project at Skinner. It is not recommended to pursue a solar project at DVL unless Metropolitan wishes to develop solar outside of the RES-BCT program and with the sole purpose of generating revenue.

**Table 4
Summary of Solar Evaluation**

	TOU-8-B		TOU-8-A	
Electricity Escalation Rate Assumption	4%	8%	4%	8%
Weymouth				
\$/kWh	\$0.1089	\$0.1089	\$0.1264	\$0.1264
Benefit:Cost	1.57	2.83	1.8	3.29
Net Present Value	\$8.3 million	\$27.8 million	\$12.1 million	\$34.8 million
Payback (years)	14	12	12	10
Skinner				
\$/kWh	\$0.0924	\$0.0924	\$0.1193	\$0.1193
Benefit:Cost	1.50	2.83	1.97	3.68
Net Present Value	\$9.1 million	\$33.1 million	\$17.6 million	\$48.5 million
Payback (years)	14	12	12	10
A-3				
Jensen				
Electricity Escalation Rate Assumption	4%		8%	
\$/kWh	\$0.1170		\$0.1170	
Benefit:Cost	1.5		2.75	
Net Present Value	\$2,900,000		\$9,000,000	
Payback (years)	15		12	

Since RES-BCT program availability is limited, if Metropolitan wishes to take advantage of the RES-BCT tariff, it must move quickly to build generation at the Weymouth and Skinner water treatment plants. Based on the close costs of directly purchasing and owning a solar facility and entering into a PPA and the potential issues with entering into lease agreements with third parties on treatment plant land, it is recommended that Metropolitan directly purchase these projects. It is also recommended to make larger accounts the benefitting accounts at Skinner, and the smaller accounts the benefitting accounts at Weymouth.

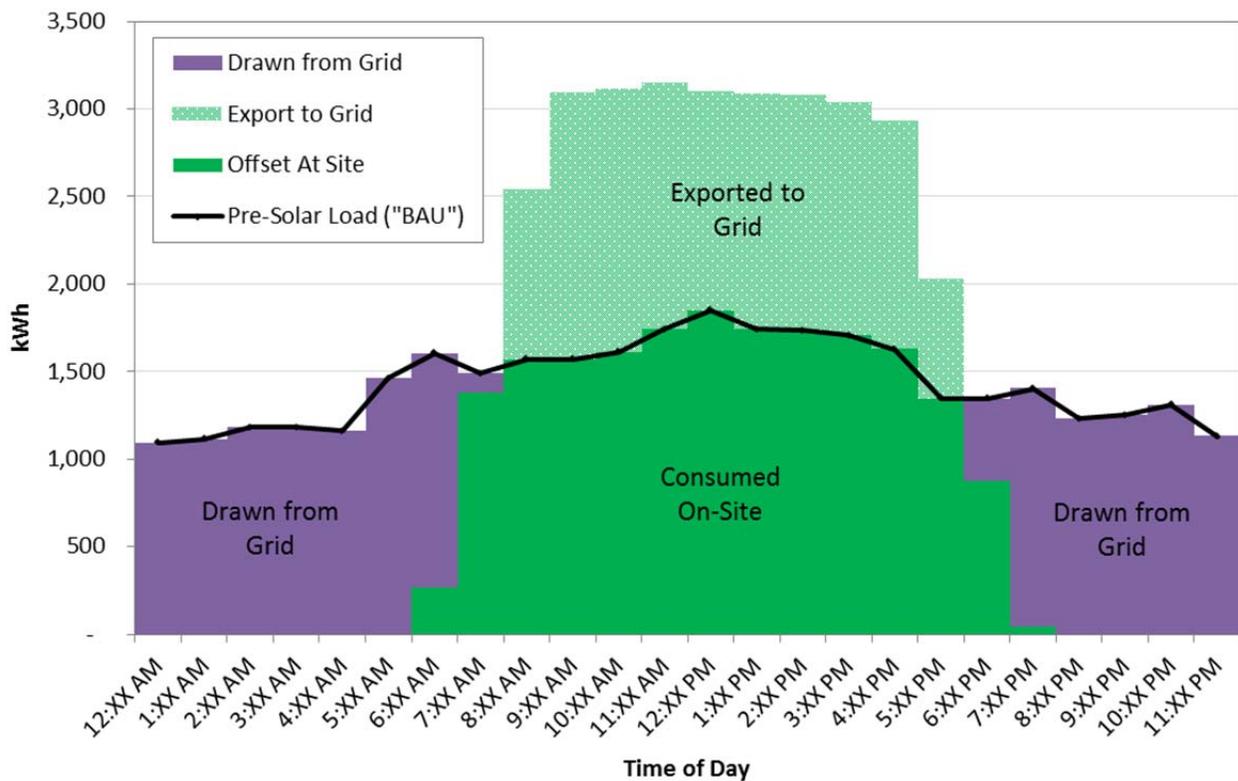
Additionally, it is recommended that Metropolitan perform an optimization analysis for the distribution of all potential benefitting accounts considering a 3 MW facility at Weymouth and a 4 MW facility at Skinner, especially if TOU-8-A becomes available. Generation is worth more under TOU-8-A, therefore, there will be additional credits available and the analysis in this TM indicated that there may not be enough creditable retail costs to fully use all credits, even with

ozone at Weymouth. An optimization study will allow Metropolitan to maximize the credits and their allocation to benefitting accounts.

If Metropolitan wishes to pursue solar in LADWP's territory at the Jensen water treatment plant it is recommended to consider implementing a smaller solar facility under a net metering arrangement or to engage LADWP in conversations that may lead to a unique arrangement that will allow Metropolitan to develop solar at Jensen in a more profitable manner. LADWP's feed-in-tariff is not recommended due to the payment flat structure and the short contract period (i.e., 20 years while capital payback is 30 years).

Appendix A

The figure below illustrates the relationship between electricity demand, solar generation, solar consumed on-site, and solar exported to the grid. In the below figure, the black line represents the facilities electricity demand (i.e., how much electricity is needed, regardless of whether it is generated from a solar facility or purchased from the grid). Solar generation is represented by the color green, with a solid green representing the solar that is consumed on-site and a textured green representing the solar that is exported to the grid. Solar that is consumed on-site reduces the electricity purchased from the grid. Solar that is exported to the grid is awarded a credit value. Electricity that still needs to be purchased from the grid is represented by the color purple.



Appendix B

Serv Acct Num	Cust Acct Num	Current Rate	Meter Num	Service Street Addr	City Name	Zip	Bill Amt	KWH Usage	Maximum KW
33395730	246456735	TOU-8-CPP	V349N-012083	33740 BOREL RD	WINCHESTER	92596	\$1,231,674.21	11,552,040	2,592.0
11898426	250926573	TOU-8-B	COMBO	LAVERNE WTR SOFTNG	LA VERNE	91750	\$1,233,033.04	10,396,992	2,160.0
10031399	4612404	TOU-8-B	V345N-000869	20584 BAKE PKWY	LAKE FOREST	92630	\$761,087.34	6,535,664	1,760.0
65371	4612404	TOU-8-CPP	V349N-017791	3972 VALLEY VIEW AVE	YORBA LINDA	92886	\$486,612.05	5,660,059	1,134.0
3737427	4612404	TOU-8-B	V349N-002943	27500 RAMONA EXPRESSWAY	NUEVO	92567	\$156,022.13	1,426,627	2,284.8
1388719	250926573	TOU-PA-B	V349N-011778	18250 LA SIERRA AVE	RIVERSIDE	92503	\$108,449.26	1,293,812	304.3
1022151	250926573	TOU-PA-B	V349N-016159	700 MORENO AVE	LA VERNE	91750	\$84,999.58	969,396	186.2
16764308	246456735	TGS3-CPP	V349P-006517	33610 NEWPORT	HEMET	92543	\$81,254.80	569,862	432.0
29480324	348552670	TOU-GS3-B	V349N-002414	2325 SEARL PKWY	HEMET	92543	\$80,638.18	438,182	233.3
18417579	4612404	TOU-PA-B	349M-011884	NEWPORT W/O DAM	HEMET	92545	\$28,711.20	342,175	83.0
9888717	4612404	TOU-PA-B	349M-011883	9737 PETERS CANYON	SANTA ANA	92705	\$24,236.03	240,322	72.5
1388682	250926573	PA-2	259000-018608	1 SYCAMORE SN DIMASCYN	SAN DIMAS	91773	\$18,157.76	168,323	34.8
1388787	4612404	TOU-PA-B	345M-006716	CASTAIC DAM DOWN ST	CASTAIC	91310	\$13,526.40	155,934	41.0
1388771	4612404	TOU-PA-B	V349N-017337	35100 WASHINGTON ST	WINCHESTER	92596	\$23,316.26	149,861	147.1
13714327	250926573	TOU-PA-B	V349N-000245	20584 BAKE PKWY	LAKE FOREST	92630	\$30,962.60	135,322	316.8
1388720	250926573	PA-2	254000-004112	34 CAJALCO-TEMESCAL	CORONA	92879	\$13,447.29	124,506	24.0
2345598	4612404	GS-2	259000-012143	8248 ETIWANDA AVE	RANCHO CUCAMONGA	91739	\$16,580.10	119,453	45.0
29480377	292236650	GS-2	259000-024867	2325 SEARL PKWY BLDG 1	HEMET	92543	-\$7,721.73	116,164	55.0
200933	250926573	PA-2	3412-010868	9840 MILLER WAY	SOUTH GATE	90280	\$12,383.93	113,749	23.6
8315137	4612404	GS-2	PO264-017031	33752 NEWPORT RD	WINCHESTER	92596	\$15,794.72	95,040	42.6
16924401	4612404	PA-2	259000-007891	19940 FIFTH C	NUEVO	92567	\$10,232.84	86,775	26.0
1388813	4612404	PA-2	223000-015946	3835 SEPULVEDA BLVD	CULVER CITY	90230	\$10,489.83	85,948	22.8
2662293	4612404	GS-2	256000-129684	VALVWN/OBASTNCHRY	YORBA LINDA	92886	\$11,916.39	84,601	23.4
2195883	4612404	PA-2	256000-140009	34 BORDER-MESQUITE	CORONA	92883	\$9,660.40	82,803	23.6
1030047	250926573	PA-2	259000-029416	5105 LIVE OAK CANYON RD	LA VERNE	91750	\$9,331.36	73,486	18.6
2195885	4612404	GS-2	256000-019471	627 W LAMBERT RD	LA HABRA	90631	\$10,699.93	73,326	23.0
13571578	250926573	GS-2	259000-009191	500 NEWPORT	HEMET	92543	\$9,255.64	62,310	16.0
1388784	4612404	GS-2	256000-110646	19775 PATTERSON AVE	PERRIS	92570	\$10,203.27	60,526	26.0
626825	250926573	GS-2	255000-002962	1061 S ORANGE AVE	MONTEREY PARK	91755	\$9,400.72	52,578	31.6

Serv Acct Num	Cust Acct Num	Current Rate	Meter Num	Service Street Addr	City Name	Zip	Bill Amt	KWH Usage	Maximum KW
1388773	4612404	GS-1	256000-212727	26540 RAMONA EXPRESSWAY	PERRIS	92570	\$7,601.09	51,966	19.4
3646648	4612404	GS-1	222013-995432	PLEASANTS PEAK	SILVERADO	92676	\$7,684.35	49,956	13.9
29480340	246456735	GS-2	256000-192387	2325 SEARL PKWY	HEMET	92543	\$8,014.03	47,434	18.6
150291	250926573	PA-2	256000-144689	1061 S ORANGE AVE	MONTEREY PARK	91755	\$7,697.57	43,858	52.7
1388840	4612404	GS-1	254000-001287	41110 PINE BENCH RD	YUCAIPA	92399	\$6,671.05	43,104	10.3
1388814	4612404	PA-2	255000-008181	3835 SEPULVEDA BLVD	CULVER CITY	90230	\$5,333.35	40,745	10.4
13930775	250926573	GS-1	223000-000355	33600 PATTERSON	WINCHESTER	92596	\$5,792.34	37,980	14.0
4803642	4612404	GS-2	259000-022890	33740 1/2 BOREL RD FSH	WINCHESTER	92596	\$5,570.08	34,855	10.0
1230600	250926573	PA-1	256000-212729	26540 RAMONA EXPRESSWAY	PERRIS	92570	\$5,344.01	32,943	9.7
17099812	4612404	PA-2	259000-014283	28820 LYON	HEMET	92546	\$4,369.03	31,952	10.0
732359	250926573	GS-1	724-002611	OR CO RES BREA CYON	BREA	92621	\$4,841.20	30,900	16.0
1388815	4612404	GS-1	256000-188379	S/E COR P V D EAST	ROLLING HILLS	90274	\$4,389.95	29,557	8.4
29480367	246456735	GS-1	3416M-010276	2325 SEARL PKWY MTGROOM	HEMET	92543	\$4,314.63	27,786	11.7
26898615	246456735	LS-3	Unmetered	2340 SEARL PKWY LS-3	HEMET	92543	\$1,798.55	26,032	
1388788	4612404	GS-2	223000-016659	CASTAIC DAM DOWN ST	CASTAIC	91310	\$6,628.67	25,676	18.4
21461493	246456735	GS-1	8-279054	1061 S ORANGE AVE	MONTEREY PARK	91755	\$3,720.97	23,454	0.0
1388731	250926573	GS-1	222013-819319	2300 PALOS VERDES DR N	ROLLING HILLS ESTATES	90274	\$3,496.85	22,283	5.5
9888716	4612404	GS-1	Y728-003378	360 S JAMBOREE	ORANGE	92867	\$3,314.81	20,754	9.2
996530	250926573	GS-1	256000-086134	22682 WARREN ROAD	HEMET	92543	\$3,357.41	20,734	5.3
1388791	4612404	GS-1	222013-779239	19755 PATTERSON AVE	PERRIS	92570	\$3,006.38	18,132	6.0
5675249	4612404	GS-1	256000-108507	33150 NEWPORT ROAD	WINCHESTER	92596	\$2,914.87	17,817	3.9
17815261	246456735	GS-1	222020-016507	33903 NEWPORT	HEMET	92543	\$2,723.55	16,851	5.0
1388867	4612404	GS-1	256000-087696	1651 N BALSА	BREA	92621	\$2,682.24	16,484	6.0
1388770	4612404	GS-1	254000-010963	78 PORTAL-SOBOBA	SAN JACINTO	92583	\$2,615.75	16,226	5.8
23449489	246456735	GS-2	255000-008502	4615 CARBON CANYON RD 12KV	BREA	92823	\$6,223.78	16,100	40.0
14185655	250926573	PA-1	256000-076509	37750 NEWPORT RD	HEMET	92545	\$3,314.72	15,887	9.0
253109	250926573	DOMESTIC	8-350062	5103 LIVE OAK CANYON RD	LA VERNE	91750	\$3,119.53	15,733	0.0
1388735	250926573	GS-1	256000-180011	MAN BCH W/O VAN NESS	GARDENA	90249	\$2,550.54	15,516	7.6
1388688	250926573	GS-1	255000-008723	445 S TUSTIN ST	ORANGE	92866	\$2,301.77	14,023	6.4

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1388774	4612404	GS-1	222013-284372	885 S ELM	CABAZON	92230	\$2,289.78	13,594	3.0
1388728	250926573	GS-1	222013-740780	25 CREEK RD	IRVINE	92604	\$2,139.57	13,256	5.0
1388854	4612404	GS-1	255000-002866	1 RAMONA RIVERGRADE	BALDWIN PARK	91706	\$2,016.89	12,009	5.0
9611682	4612404	GS-1	259000-018274	300 N NEWPORT	HEMET	92543	\$1,949.57	11,631	13.0
1388755	250926573	GS-1	255000-007264	452 E ORANGETHORPE	PLACENTIA	92870	\$1,915.94	11,117	3.0
1388754	250926573	GS-1	223000-013408	452 E ORANGETHORPE	PLACENTIA	92870	\$1,927.02	11,084	10.0
1388786	4612404	GS-1	222013-978701	OAK ST S/O 26225	LOMITA	90717	\$1,872.10	10,926	0.0
1248755	250926573	GS-1	7-326926	1 FOOTHILL/MORENO	LA VERNE	91750	\$1,973.53	10,897	0.0
253110	250926573	DOMESTIC	222011-335399	5101 LIVE OAK CANYON RD	LA VERNE	91750	\$1,542.04	10,324	0.0
1388746	250926573	GS-1	222010-053401	10426 DOWNEY NORWALK RD	NORWALK	90650	\$1,817.75	10,279	4.0
370475	250926573	GS-1	256000-102074	5700 DALE ST	BUENA PARK	90621	\$1,711.09	9,845	4.7
1388789	4612404	GS-1	254000-008028	33736 BENTON ROAD	WINCHESTER	92596	\$1,696.35	9,696	3.1
1388689	250926573	GS-1	222013-761165	445 S TUSTIN ST	ORANGE	92866	\$1,730.13	9,684	8.0
836845	250926573	GS-1	256000-099146	RCH DOMGZ RD/ESPNSA	YORBA LINDA	92886	\$1,680.23	9,597	11.2
4128714	4612404	LS-1-ALLNITE	Unmetered	000000 ETIWANDA AV	RANCHO CUCAMONGA	91730	\$2,809.80	9,528	
1388783	4612404	GS-1	256000-199895	30975 AULD RD	WINCHESTER	92596	\$1,670.71	9,486	2.5
1388775	4612404	GS-1	256000-008880	13500 WHITEWATER CANYON A	WHITEWATER	92282	\$1,687.58	9,406	3.0
1388859	4612404	GS-1	222010-716516	1304 PLANT D-10 77	TEMECULA	92592	\$1,590.83	9,053	3.0
1569440	4612404	GS-1	13-000267	STERLING/RAMONA	BALDWIN PARK	91706	\$1,569.09	8,971	0.0
1388824	4612404	GS-1	256000-099149	21764 STONEHAVEN	YORBA LINDA	92886	\$1,492.61	8,350	16.3
1388685	250926573	GS-1	222013-916804	BADILLO EO VINCENT PED	WEST COVINA	91792	\$1,480.39	8,348	0.0
1388710	250926573	GS-1	222011-099330	1972 PORT CARDIFF PLCE	CORONA DEL MAR	92625	\$1,472.91	8,252	2.0
1388853	4612404	GS-1	208-061371	1 RAMONA RIVERGRADE	BALDWIN PARK	91706	\$1,457.06	8,206	0.0
1120788	250926573	GS-1	254000-018892	2300 PALOS VERDES DR N	ROLLING HILLS ESTATES	90274	\$1,437.45	8,028	3.4
1388709	250926573	GS-1	222013-823498	ALAMEDA/CARSON	CARSON	90745	\$1,430.51	8,014	0.0
1388730	250926573	GS-1	222013-819316	2300 PALOS VERDES DR N	ROLLING HILLS ESTATES	90274	\$1,428.91	7,951	8.0

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9892634	4612404	GS-1	8-587610	23144 LOS ALISOS BLVD	MISSION VIEJO	92691	\$1,399.77	7,506	0.0
1388827	4612404	GS-1	222013-989031	NS LAMBERT E BREA	BREA	92621	\$1,359.19	7,381	0.0
1388716	250926573	GS-1	222013-774053	MACARTHUR/SAN JOAQUIN	CORONA DEL MAR	92625	\$1,300.89	6,968	0.0
9890463	4612404	GS-1	254000-024698	25283 TRABUCO RD ST5	LAKE FOREST	92630	\$1,250.43	6,564	9.0
9887214	4612404	GS-1	222014-024057	11874 SAND CANYON ST3	IRVINE	92614	\$1,186.39	6,283	0.0
1388820	4612404	GS-1	222010-048631	12302 STUDEBAKER RD	NORWALK	90650	\$1,143.19	6,153	2.0
1388683	250926573	GS-1	255000-004432	637 E BADILLO ST	COVINA	91723	\$1,183.18	5,999	3.6
36008526	246456735	GS-1	222013-742394	608 3/4 S BRISTOL ST	SANTA ANA	92703	\$1,106.15	5,680	4.0
1388750	250926573	GS-1	254000-006105	16448 IMPERIAL	LA MIRADA	90638	\$1,107.56	5,617	1.1
9892633	4612404	GS-1	222013-683697	23154 LS ALISO ST 10/11	MISSION VIEJO	92691	\$1,084.46	5,554	1.0
9890468	4612404	GS-1	222013-819628	26079 VIA PERA ST9	MISSION VIEJO	92691	\$1,067.45	5,467	2.0
1388830	4612404	GS-1	256000-107244	78 COTTONWOOD-LYON	HEMET	92543	\$1,095.52	5,439	1.4
9888840	4612404	GS-1	254000-012651	22692 CHERYL WAY UNIT S8	LAKE FOREST	92630	\$1,065.46	5,316	2.3
21976451	246456735	GS-1	222013-778482	30900 EUCALYPTUS ST	MORENO VALLEY	92555	\$1,023.55	5,232	0.0
9892535	4612404	GS-1	256000-109205	8628 E SANTIAGO CANYON XYZ	ORANGE	92869	\$1,047.52	5,203	2.1
9887097	4612404	GS-1	222013-827280	6423 E SANTIAGO CANYON RD	ORANGE	92869	\$1,018.15	5,118	1.0
9890526	4612404	GS-1	222013-819263	19599 YORBA LINDA	YORBA LINDA	92886	\$1,009.97	5,027	1.0
10577878	4612404	LS-3	Unmetered	30522 WINCHESTER LS3	WINCHESTER	92596	\$473.95	4,854	
1388835	4612404	GS-1	254000-003970	21764 1/2 STONEHAVEN	YORBA LINDA	92886	\$970.62	4,740	1.0
10869759	4612404	LS-3	Unmetered	1703 NEWPORT ROAD LS3	HEMET	92543	\$460.82	4,656	
9888831	4612404	GS-1	222013-758346	25877 TRABUCO RD S7	LAKE FOREST	92630	\$954.30	4,653	1.0
1388826	4612404	GS-1	234010-067524	923 E BIRCH ST	BREA	92821	\$905.11	4,523	1.0
1388684	250926573	GS-1	222013-823724	637 E BADILLO ST	COVINA	91723	\$961.00	4,497	0.0
4059417	4612404	GS-1	256000-111668	5564 CITRUS AVE	FONTANA	92336	\$922.05	4,471	1.1
1388862	4612404	GS-1	256000-151461	MIRAMAR/PADUA EO	CLAREMONT	91711	\$911.98	4,453	2.5
1388869	4612404	GS-1	222013-916524	EL SEGUNDO E/O SPRNG	LOS ANGELES	90061	\$895.56	4,339	0.0
1388811	4612404	GS-1	254000-007179	SAWTELLE/SEPULVEDA	CULVER CITY	90230	\$902.64	4,132	2.0
38256289	246456735	DOMESTIC	222012-063157	20063 FALLEN LEAF DR	PERRIS	92570	\$743.00	4,037	0.0
1388727	250926573	GS-1	222013-823739	9598 SUNSET BLVD	BEVERLY	90210	\$831.51	3,888	0.0

Serv Acct Num	Cust Acct Num	Current Rate	Meter Num	Service Street Addr	City Name	Zip	Bill Amt	KWH Usage	Maximum KW
					HILLS				
1388721	250926573	GS-1	256000-081171	76 LA SIERRA-TIN MINE	CORONA	92879	\$869.24	3,874	3.4
617058	250926573	GS-1	222013-986116	FULTON/BONITA 28	POMONA	91768	\$793.84	3,566	0.0
20876940	246456735	GS-1	256000-105903	33740 BOREL RD	WINCHESTER	92596	\$781.37	3,552	1.7
29201795	246456735	GS-1	222010-675697	5059 PLANT	VIDAL	92280	\$815.33	3,457	0.0
1388757	4612404	GS-1	222013-760539	ALT VST E/O ANGELNA	PLACENTIA	92870	\$769.06	3,450	1.0
38256346	246456735	DOMESTIC	222011-489649	20095 FALLEN LEAF DR	PERRIS	92570	\$561.27	3,423	0.0
11088697	4612404	TC-1	222011-833043	30522 WINCHESTER	WINCHESTER	92596	\$562.20	3,381	0.0
9887215	4612404	GS-1	222013-990328	11913 CULVER DRIV	IRVINE	92614	\$736.31	3,124	0.0
1092139	250926573	GS-1	254000-009291	EL SEGUNDO/VAN NESS	GARDENA	90249	\$738.71	3,110	3.6
38256324	246456735	DOMESTIC	222011-876021	23152 NORRISGROVE AVE	PERRIS	92570	\$482.37	3,083	0.0
35673152	250926573	GS-1	222011-002066	305 1/2 E BONITA AVE	SAN DIMAS	91773	\$709.60	3,054	0.0
1388800	4612404	GS-1	222013-682613	N/E DALHART/EL SEG	COMPTON	90222	\$702.08	3,002	0.0
1388769	4612404	GS-1	222013-911972	22795 WARREN ROAD	SAN JACINTO	92583	\$680.02	2,981	1.0
290902	250926573	GS-1	222013-760956	1600 BARRANCA PKWY UNIT B	IRVINE	92606	\$676.34	2,939	1.0
329094	250926573	GS-1	254000-024699	25 CREEK RD	IRVINE	92604	\$699.13	2,905	2.6
5129359	4612404	GS-1	222010-524726	834 W CIENEGA AVE	SAN DIMAS	91773	\$683.61	2,892	0.0
648551	250926573	GS-1	222013-988761	3092 BRISTOL ST	COSTA MESA	92626	\$661.38	2,806	0.0
772849	250926573	GS-1	255000-005200	OAK ST S/O 26225	LOMITA	90717	\$651.18	2,798	3.0
1388806	4612404	GS-1	222011-163158	S/S OF BAKER	COSTA MESA	92626	\$645.34	2,697	0.0
18445403	246456735	GS-1	222013-753237	630 1/2 RODEO	WALNUT	91789	\$662.49	2,683	0.0
17622086	246456735	GS-1	256000-002301	1890 5TH AVE	REDLANDS	92374	\$710.58	2,627	11.0
1388677	250926573	GS-1	222013-733836	1 ALLEN RAMONA SW	LA VERNE	91750	\$653.66	2,600	0.0
10917080	4612404	GS-1	222013-781502	30508 WINCHESTER	WINCHESTER	92596	\$659.99	2,599	1.0
1957611	4612404	GS-1	222013-741863	14827 1/2 S AVALON BLVD	COMPTON	90220	\$633.60	2,496	0.0
1388696	250926573	GS-1	222013-752195	KATELLA/BROOKHURST	GARDEN GROVE	92843	\$624.01	2,452	1.0
9890457	4612404	GS-1	222014-024528	MAGAZINE RD J-16	IRVINE	92618	\$623.48	2,422	0.0
983934	250926573	GS-1	222011-370583	S/S EL SGNDO..E/BUDLONG	GARDENA	90247	\$606.99	2,421	0.0
19199538	246456735	GS-1	222013-779642	35213 RAMONA EXPY	SAN JACINTO	92582	\$601.12	2,298	1.0
550261	250926573	GS-1	222013-736024	135TH/AVALON	LOS ANGELES	90061	\$603.06	2,284	0.0
3357689	4612404	GS-1	222013-988727	E/S MIRAMONTE N/O 70TH ST	LOS ANGELES	90002	\$599.38	2,272	0.0
1388734	250926573	GS-1	254000-012227	24911 WALNUT ST	LOMITA	90717	\$602.58	2,208	16.4

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9894155	4612404	GS-1	222013-756795	15640 1/2 HUNSAKER	PARAMOUNT	90723	\$585.85	2,193	0.0
9892568	4612404	GS-1	222012-614683	13550 1/2 ORANGE AVE	PARAMOUNT	90723	\$580.49	2,157	0.0
14255617	250926573	GS-1	222013-682679	13843 1/2 WOODRUFF AVE	BELLFLOWER	90706	\$577.16	2,132	0.0
1388792	4612404	GS-1	256000-007125	8521 RUSH ST	ROSEMEAD	91770	\$589.43	2,131	2.0
1388695	250926573	GS-1	222013-821175	RED HILL/WARNER	SANTA ANA	92705	\$571.77	2,117	0.0
1388711	250926573	GS-1	254000-023374	1972 PORT CARDIFF PLCE	CORONA DEL MAR	92625	\$580.81	2,112	0.5
1388729	250926573	GS-1	222013-736242	1 UNIVERSITY DR YALE	IRVINE	92715	\$568.37	2,087	0.0
1388833	4612404	GS-1	222013-741189	8497 CRESCENT AVE	BUENA PARK	90620	\$559.44	2,077	1.0
1388700	250926573	GS-1	256000-067815	9100 GARFIELD AVE	SOUTH GATE	90280	\$575.75	2,045	2.0
12754449	250926573	GS-1	222013-753943	35000 DOMENIGONI	HEMET	92545	\$581.58	2,039	3.0
28831341	246456735	GS-1	3416-043594	43200 1/2 ANZA RD	TEMECULA	92592	\$566.83	2,019	0.8
9892534	4612404	GS-1	222013-822642	8575 SANTIAGO CANYON ROAD XYZ	ORANGE	92867	\$561.02	2,015	0.0
12052522	4612404	GS-1	222010-047965	12602 1/2 PADDISON AVE	NORWALK	90650	\$556.84	1,983	1.0
1388694	250926573	GS-1	222013-736445	RED HILL/WARNER	TUSTIN	92780	\$555.96	1,956	1.0
14442603	250926573	GS-1	222013-684572	22300 1/2 S ALAMEDA ST	CARSON	90810	\$542.70	1,887	0.0
1268605	250926573	GS-1	256000-179706	5525 W EL SEGUNDO BLVD	EL SEGUNDO	90245	\$552.09	1,872	1.4
345253	250926573	GS-1	255000-000222	LAMBERT EO POMELO	BREA	92621	\$545.98	1,861	2.0
1388865	4612404	GS-1	222013-776096	S/E COR DALE KATELA	ANAHEIM	92804	\$533.39	1,845	1.0
2195882	4612404	GS-1	254000-021388	1 N SAN GABRIEL CANYON RD	AZUSA	91702	\$546.00	1,836	1.8
2228992	4612404	GS-1	222013-910640	22102 1/2 S VERMONT AVE	TORRANCE	90502	\$522.45	1,772	0.0
1388797	4612404	GS-1	222013-821433	ES LEWIS 350 N/LAMP	ORANGE	92868	\$523.46	1,754	0.0
5720313	4612404	GS-1	222013-600316	240 1/2 RICHFIELD	PLACENTIA	92870	\$523.42	1,750	1.0
21915250	246456735	GS-1	256000-107505	30445 1/2 CONE CAMP RD	HIGHLAND	92346	\$550.85	1,720	3.2
11927820	250926573	GS-1	222010-049711	8406 1/2 STEWART AND GRAY RD	DOWNEY	90241	\$514.31	1,685	1.0
11529430	4612404	GS-1	222010-045283	7280 1/2 STEWART AND GRAY RD	DOWNEY	90241	\$511.18	1,676	1.0
2040151	4612404	GS-1	222013-780300	28501 RAMONA EXPRESSWAY	LAKEVIEW	92567	\$513.34	1,674	1.0
546252	250926573	GS-1	222013-597293	JUNIPER/90TH	LOS ANGELES	90002	\$506.70	1,666	0.0
10633937	4612404	GS-1	222013-679388	23500 NEWHALL RANCH RD	VALENCIA	91355	\$506.02	1,650	0.0
20450755	4612404	LS-3	Unmetered	3203 NEWPORT LS3	HEMET	92543	\$272.82	1,648	
647987	250926573	GS-1	222013-744295	1ST ST 150 F	SANTA ANA	92703	\$504.04	1,619	1.0

Serv Acct Num	Cust Acct Num	Current Rate	Meter Num	Service Street Addr	City Name	Zip	Bill Amt	KWH Usage	Maximum KW
1388798	4612404	GS-1	222013-775758	S/S KATELLA 30W/MAG	ANAHEIM	92804	\$501.47	1,615	0.0
435404	250926573	GS-1	222013-683424	701 S EUCLID ST	LA HABRA	90631	\$501.08	1,599	0.0
34382460	246456735	GS-1	222012-620099	6205 OLD WATERMAN CANYON RD	SAN BERNARDINO	92404	\$515.13	1,579	1.0
1388756	250926573	GS-1	8-881232	3972 VALLEY VIEW AVE BRKR	YORBA LINDA	92886	\$540.49	1,570	0.0
38256366	246456735	DOMESTIC	222011-968616	31560 PARK BLVD	NUEVO	92567	\$214.00	1,533	0.0
11504050	4612404	GS-1	222012-459090	14710 1/2 IMPERIAL HWY	LA MIRADA	90638	\$488.50	1,523	0.0
1388780	4612404	GS-1	256000-151458	1091 MIRAMAR ST	CLAREMONT	91711	\$494.01	1,520	1.0
3223214	4612404	GS-1	222010-341339	2201 N WHITE AVE	POMONA	91768	\$485.57	1,502	0.0
1388808	4612404	GS-1	222013-601406	76 TEMESCAL-LA GLORIA	CORONA	92883	\$486.75	1,500	0.0
2085322	4612404	GS-1	203-010549	27500 RAMONA EXPRESSWAY	NUEVO	92567	\$463.77	1,491	0.0
1388714	250926573	GS-1	222013-908333	NW PALISADE/REDHILL	COSTA MESA	92627	\$478.22	1,463	0.0
1441590	4612404	GS-1	222013-990150	DEL AMO/WESTERN	TORRANCE	90501	\$470.68	1,451	0.0
806145	250926573	GS-1	23-014590	21501 CHAPMAN	ORANGE	92869	\$484.11	1,400	0.0
34382421	246456735	GS-1	222013-602451	6667 DEVILS CANYON RD	SAN BERNARDINO	92407	\$469.85	1,400	0.0
1608071	4612404	GS-1	222013-741643	9000 STATE ST	SOUTH GATE	90280	\$446.77	1,390	0.0
35673160	250926573	GS-1	222011-002040	633 BADILLO	COVINA	91723	\$470.26	1,384	0.0
36547242	4612404	GS-1	222013-682781	4975 1/2 BONITA CANYON	IRVINE	92603	\$465.01	1,373	0.0
35673169	250926573	GS-1	222010-446898	3009 MAXSON RD	EL MONTE	91732	\$472.85	1,369	1.0
1388697	250926573	GS-1	222013-740861	NE COR TUSTIN/HEIM	ORANGE	92865	\$462.91	1,368	0.0
1388726	250926573	GS-1	256000-208867	FAIRVIEW/LA BREA	INGLEWOOD	90302	\$478.42	1,368	2.0
10891353	4612404	GS-1	222013-674978	4505 1/2 VILLAGE CENTER	YORBA LINDA	92886	\$466.41	1,363	1.0
1048715	250926573	GS-1	222013-916614	1001 E 223RD ST	CARSON	90745	\$466.19	1,357	0.0
1388782	4612404	GS-1	558-006674	N/W CR APPIAN/263RD	LOMITA	90717	\$463.51	1,350	2.7
9935507	4612404	GS-1	222013-682580	7681 1/2 GARFIELD AVE	BELL GARDENS	90201	\$462.44	1,339	0.0
626827	250926573	GS-1	222010-124686	2329 CATHRYN DR	ROSEMEAD	91770	\$450.94	1,294	1.0
1388764	4612404	GS-1	222013-599932	BALL/BLOOMFELD	CYPRESS	90630	\$455.77	1,279	2.9
1388766	4612404	GS-1	222013-757984	S/W BROOKWOOD/BALSA	BREA	92621	\$452.20	1,273	0.0
1388675	250926573	GS-1	222013-682534	6153 GARFIELD AVE	COMMERCE	90040	\$453.77	1,271	0.0
1388747	250926573	GS-1	222010-049725	12956 IMPERIAL HWY	SANTA FE SPRINGS	90670	\$455.25	1,261	1.0
1342912	250926573	GS-1	222013-752476	2098 E 223RD ST	CARSON	90810	\$466.85	1,249	0.0

Serv Acct Num	Cust Acct Num	Current Rate	Meter Num	Service Street Addr	City Name	Zip	Bill Amt	KWH Usage	Maximum KW
2477468	4612404	GS-1	222013-741687	266 1/2 GARDENA BLVD	CARSON	90746	\$450.98	1,244	0.0
20172888	246456735	GS-1	256000-086435	2000 N WARREN RD	SAN JACINTO	92582	\$478.93	1,226	1.0
1388705	250926573	GS-1	222013-741888	700 KNOX ST	TORRANCE	90502	\$445.92	1,219	0.0
1388822	4612404	GS-1	222013-817699	14401 IMPERIAL HWY	WHITTIER	90604	\$446.92	1,207	0.0
1957610	4612404	GS-1	222013-743444	13229 1/2 AVALON BLVD	LOS ANGELES	90061	\$442.12	1,201	0.0
11151345	4612404	GS-1	222012-878729	2320 W IMPERIAL HWY	LA HABRA	90631	\$441.57	1,201	1.0
1388674	250926573	GS-1	222013-752282	3313 GARFIELD AVE	COMMERCE	90040	\$441.72	1,200	0.0
11086241	4612404	GS-1	222013-737748	2191 1/2 LAMBERT ROAD	BREA	92621	\$439.79	1,189	1.0
1388836	4612404	GS-1	222013-994030	VICTORIA/WILMINGTON	CARSON	90746	\$431.58	1,182	0.0
1388829	4612404	GS-1	222013-595881	8473 KATELLA AVE	STANTON	90680	\$439.15	1,170	0.0
5660289	4612404	GS-1	222013-683598	431 1/2 PACIFIC ST	TUSTIN	92780	\$438.32	1,170	1.0
11362301	4612404	GS-1	222013-827057	275 VALENCIA AVE	BREA	92823	\$434.36	1,152	1.0
11128236	4612404	GS-1	222013-683883	241 E LAMBERT RD	LA HABRA	90631	\$434.25	1,146	1.0
5675046	4612404	GS-1	222013-741732	1921 1/2 N TUSTIN ST	ORANGE	92865	\$434.61	1,141	1.0
1388856	4612404	GS-1	222013-740766	AGNES/THORSON	LYNWOOD	90262	\$431.42	1,122	0.0
1388751	250926573	GS-1	222013-743526	12624 LA MIRADA BLVD	LA MIRADA	90638	\$430.96	1,119	0.0
1388738	250926573	GS-1	222013-992348	N/BIXBY RD E/LOCUST	SIGNAL HILL	90807	\$421.18	1,118	0.0
569388	250926573	GS-1	254000-012197	10426 DOWNEY NORWALK RD	NORWALK	90650	\$433.61	1,110	5.5
24644350	250926573	GS-1	222010-836590	720 W 223RD ST	TORRANCE	90502	\$427.85	1,110	0.0
10845031	4612404	GS-1	222013-757378	8501 LA PALMA AVE	BUENA PARK	90620	\$428.38	1,079	1.0
1388691	250926573	GS-1	222013-280599	SE TUSTIN/FAIRHAVN	SANTA ANA	92701	\$424.46	1,076	0.0
1388803	4612404	GS-1	254000-004823	W/S AVALON/EL SEGDO	LOS ANGELES	90061	\$432.69	1,041	2.0
25905856	4612404	GS-1	222013-742903	19447 1/2 SHETLAND	YORBA LINDA	92886	\$415.11	1,009	1.0
1388749	250926573	GS-1	222013-825739	16253 ROSECRANS AVE	LA MIRADA	90638	\$415.27	1,005	1.0
996529	250926573	GS-1	256000-111861	22680 WARREN ROAD	HEMET	92543	\$424.67	1,001	1.2
1388676	250926573	GS-1	222013-988209	1700 W WASHINGTON	MONTEBELLO	90640	\$408.73	994	0.0
1388715	250926573	GS-1	222013-912903	PALISADES W/O S A	COSTA MESA	92627	\$401.95	987	0.0
9026048	4612404	GS-1	222011-163392	4690 1/2 W EL SEGUNDO BLVD	HAWTHORNE	90250	\$410.65	982	0.0
35654081	246456735	GS-1	222011-001949	10169 RUSH ST	SOUTH EL MONTE	91733	\$410.21	982	1.0
34382398	246456735	GS-1	222013-595099	2904 N FRONTAGE RD GS-1	HIGHLAND	92346	\$414.15	980	1.0
1957612	4612404	GS-1	222013-779597	30142 SANTIAGO RD	TEMECULA	92592	\$394.01	973	0.0
1255140	250926573	GS-1	256000-137011	1SNGB CY ROAD	AZUSA	91702	\$422.44	967	1.0

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10893409	4612404	GS-1	222013-756532	100 1/2 E LAMBERT RD	BREA	92821	\$407.96	963	1.0
1388816	4612404	GS-1	222013-681986	24529 WALNUT ST 500	LOMITA	90717	\$403.11	935	0.0
29146591	4612404	GS-1	222011-399342	5707 ETIWANDA AVE	RANCHO CUCAMONGA	91739	\$402.32	934	3.0
53424	250926573	GS-1	222013-752686	CHURCH/TELEGRAPH 200N	CITY OF COMMERCE	90040	\$401.19	925	0.0
21626243	246456735	GS-1	222012-609783	30661 HIGHLAND	MENTONE	92359	\$398.08	908	1.0
16511008	250926573	GS-1	259000-017934	33600 PATTERSON B	WINCHESTER	92596	\$410.27	903	3.0
10503760	4612404	GS-1	222013-143625	619 1/2 VAIL AVE	MONTEBELLO	90640	\$395.41	886	0.0
1388678	250926573	GS-1	222013-744442	1 BREA CYN COLIMA	ROWLAND HEIGHTS	91748	\$394.99	880	0.0
36026127	0	DOMESTIC	222013-659809	4232 VALLEY VIEW AVE	YORBA LINDA	92886	\$113.93	848	0.0
1388866	4612404	GS-1	222013-761265	S/W COR GREENLF SNTA FE	COMPTON	90221	\$388.03	834	0.0
965662	250926573	GS-1	222013-735855	BUDLONG/92ND	LOS ANGELES	90044	\$383.34	825	0.0
1388693	250926573	GS-1	222013-738968	N/E NEWPORT/WALNUT	TUSTIN	92780	\$389.98	825	1.0
12118750	4612404	GS-1	234010-030176	11350 1/2 CRESTRIDGE DR	CORONA	92880	\$381.96	779	1.0
17840572	246456735	GS-1	208-610585	34175 PATTON RD	WINCHESTER	92596	\$381.98	772	0.0
5637200	4612404	GS-1	222013-909443	18100 1/2 YALE	IRVINE	92618	\$377.91	766	0.0
15515781	250926573	GS-1	222013-781080	8106 1/2 HIGHWAY-62 ROAD	DESERT HOT SPRINGS	92240	\$380.71	763	0.0
38713837	345824619	DOMESTIC	222011-592535	2300 PALOS VERDES DR N	ROLLING HILLS ESTATES	90274	\$133.27	750	0.0
8170193	4612404	GS-1	222013-681920	17117 1/2 S BROADWAY ST	GARDENA	90248	\$377.72	739	0.0
1388736	250926573	GS-1	254000-018864	M B BL/S/W COR RDND0	MANHATTAN BEACH	90266	\$385.50	732	0.2
11274849	250926573	GS-1	222013-819285	15857 1/2 IMPERIAL HWY	LA MIRADA	90638	\$373.51	729	1.0
1011544	250926573	GS-1	8-600777	1 SAWPIT CANYON ROAD	MONROVIA	91016	\$369.16	710	0.0
1388825	4612404	GS-1	85-312476	VLY VW EXT/MWD PLNT	YORBA LINDA	92886	\$374.79	708	0.0
1388681	250926573	GS-1	222013-600353	326 E SIERRA MADRE AVE	GLENDORA	91741	\$368.52	697	0.0
1388860	4612404	GS-1	222011-375850	ARBOR VITAE/CRENSHAW	INGLEWOOD	90305	\$369.41	693	0.0
5941443	4612404	GS-1	222013-740543	3300 1/2 BARRANCA	IRVINE	92606	\$368.11	689	1.0
1268601	250926573	GS-1	222013-683822	ELSEGNO/GLASGOW	HAWTHORNE	90250	\$366.37	685	0.0
4054089	4612404	GS-1	222013-597296	840 1/2 E BADILLO ST	COVINA	91723	\$362.39	684	0.0
1223522	250926573	GS-1	254000-024691	E/E FORD RD 500' S	CORONA DEL	92625	\$383.14	680	0.9

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					MAR				
1388796	4612404	GS-1	222013-741817	3103 3/4 S BRISTOL ST	SANTA ANA	92704	\$343.31	678	1.0
1388725	250926573	GS-1	254000-027950	1 FAIRVIEW/E/OLABREA	INGLEWOOD	90302	\$380.04	672	2.6
1388708	250926573	GS-1	222013-916709	7200 ROOD ST	PARAMOUNT	90723	\$365.85	665	0.0
10507456	4612404	GS-1	222013-112502	23550 S NORMANDIE	TORRANCE	90502	\$360.86	661	0.0
514355	250926573	GS-1	222013-596545	W/S VALNCA S/O BIRCH	BREA	92621	\$360.90	650	1.0
1388841	4612404	GS-1	222011-159785	5501 W SLAUSON AVE	LOS ANGELES	90056	\$357.01	650	0.0
1388712	250926573	GS-1	222011-156479	BRISTOL/IRVINE N/W C/O	NEWPORT BEACH	92663	\$369.63	648	0.0
1388801	4612404	GS-2	254000-027931	5920 SOUTHERN AVE	SOUTH GATE	90280	\$1,710.81	630	0.8
29876650	4612404	GS-1	222010-520558	2471 N INDIAN HILL BLVD	CLAREMONT	91711	\$357.47	625	0.0
1388760	4612404	GS-1	222013-682765	ARTESIA/DALE	BUENA PARK	90621	\$357.80	623	0.0
594788	250926573	GS-1	222013-595751	BALL RD E/O WALKER	CYPRESS	90630	\$354.79	595	1.0
1301809	250926573	GS-1	256000-182970	2300 PALOS VERDES DR E	RANCHO PALOS VERDES	90274	\$366.15	588	0.4
1388692	250926573	GS-1	222013-600136	445 S TUSTIN ST	ORANGE	92866	\$353.10	573	0.0
648669	250926573	GS-1	222013-595659	1 EAGLE VALLEY NR	CORONA	92879	\$350.14	572	0.0
3741932	4612404	GS-1	222013-732143	2030 CASA GRANDE	RIALTO	92376	\$357.10	570	1.0
23874929	246456735	GS-1	222013-604015	1330 OPAL	MENTONE	92359	\$350.48	569	1.0
606056	250926573	GS-1	222012-871473	9010 KAUFFMAN AVE	SOUTH GATE	90280	\$346.82	560	0.0
1388706	250926573	GS-1	222013-911487	N/WCOR EL SEG WILBK	COMPTON	90221	\$346.46	559	0.0
16763181	4612404	GS-1	222013-603797	1552 BALDY VIEW CRCL	CORONA	92883	\$349.48	558	0.0
1388732	250926573	GS-1	222011-162912	1902 PACIFIC COAST HWY	LOMITA	90717	\$348.17	557	0.0
1388765	4612404	GS-1	222014-020309	S/S BALL W/O WALKER	CYPRESS	90630	\$346.85	552	0.0
10090917	4612404	GS-1	222013-776963	3105 1/2 EL SEGUNDO BLVD	LYNWOOD	90262	\$345.18	534	0.0
2508415	4612404	GS-1	222012-457771	5500 N CAJON BLVD	SAN BERNARDINO	92407	\$348.09	528	1.0
1388870	4612404	GS-1	222013-817819	S/W RAYMOND/VALENCIA	FULLERTON	92832	\$343.61	521	0.0
1388713	250926573	GS-1	222013-988530	BRISTOL/JAMBOREE	NEWPORT BEACH	92660	\$351.09	516	0.0
1388703	250926573	GS-1	222013-740839	9006 MCNERNEY AVE	SOUTH GATE	90280	\$341.20	506	0.0
5781970	4612404	GS-1	222013-737422	2111 1/2 N TUSTIN AVE	SANTA ANA	92705	\$341.90	506	1.0
11124844	4612404	GS-1	222013-737556	2353 E LAMBERT RD	LA HABRA	90631	\$342.44	504	1.0

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1860140	4612404	GS-1	222013-752429	947 1/2 S WHITE AVE	POMONA	91766	\$339.97	488	0.0
1388818	4612404	GS-1	222013-825436	CONANT/SEBREN	LONG BEACH	90808	\$337.10	483	0.0
1388748	250926573	GS-1	222010-126440	12152 STUDEBAKER RD	NORWALK	90650	\$336.70	475	1.0
1167006	250926573	GS-1	222011-379252	4004 W 57TH ST	LOS ANGELES	90043	\$335.24	465	0.0
1335654	4612404	GS-1	222011-163394	5259 W SLAUSON AVE	LOS ANGELES	90056	\$334.79	462	0.0
1388724	250926573	GS-1	222013-681971	3600 MANHATTAN BEACH BLVD	LAWNDALE	90260	\$332.73	455	0.0
1388819	4612404	GS-1	222013-826621	3690 WOODRUFF AVE	LONG BEACH	90808	\$332.47	455	0.0
1388823	4612404	GS-1	222013-682730	4961 SAINT ANDREWS	BUENA PARK	90621	\$334.55	455	0.0
18348201	246456735	GS-1	E302-042074	1801 1/2 GILLETTE DR	POMONA	91769	\$332.73	450	0.0
5660273	4612404	GS-1	222013-757700	389 1/2 N TUSTIN ST	ORANGE	92867	\$333.19	449	1.0
1388707	250926573	GS-1	222013-683777	REDONDO W/O AVALON	GARDENA	90247	\$332.84	448	0.0
1118619	250926573	GS-1	211010-018063	NORMANDIEWY/REDBCH	GARDENA	90247	\$331.80	436	0.0
1388781	4612404	GS-1	222013-819501	2301 MANHATTAN BEACH BLVD	REDONDO BEACH	90278	\$331.34	433	0.0
26068547	246456735	GS-1	222013-824647	812 E VICTORIA ST	CARSON	90747	\$330.01	430	0.0
1132030	250926573	GS-1	222013-759317	633 CITY DR S	ORANGE	92868	\$330.45	427	0.0
1388744	250926573	GS-1	222010-050414	8009 STEWART AND GRAY RD	DOWNEY	90241	\$329.68	425	0.0
1227143	250926573	GS-1	222013-686410	E/END SANTIAGO DAM	ORANGE	92867	\$329.14	423	0.0
9892643	4612404	GS-1	256000-191278	11004 1/2 CULVER	IRVINE	92715	\$341.83	423	1.6
8190391	4612404	GS-1	222013-598238	15771 1/2 RED HILL AVE	TUSTIN	92780	\$306.65	419	1.0
1388741	250926573	GS-1	222013-992886	E/S INDUSTRY/BIXBY	LAKEWOOD	90712	\$333.09	413	0.0
4443723	4612404	GS-1	222013-826780	1900 MCKINLEY AVE	LA VERNE	91750	\$332.43	400	0.2
460431	250926573	GS-1	222013-738723	CATSKILL/223RD	CARSON	90745	\$325.71	393	0.0
919674	250926573	GS-1	222014-023415	2450 E 223RD ST	CARSON	90810	\$324.86	385	0.0
58502	250926573	GS-1	222010-128019	1800 W HELLMAN AVE	ALHAMBRA	91803	\$321.83	375	0.0
889092	250926573	GS-1	222013-752435	BADILLO/SUNFLOWER	COVINA	91724	\$323.95	375	0.0
1388812	4612404	GS-1	222013-820442	ALPINE/SUNSET	BEVERLY HILLS	90210	\$322.13	373	0.0
2195887	4612404	GS-1	222013-735365	S/S DEL AMO E/ VRMNT	TORRANCE	90502	\$321.14	373	0.0
1388733	250926573	GS-1	222014-020324	WALNUT S/O P C HWY	LOMITA	90717	\$321.13	364	0.0
1388834	4612404	GS-1	222013-601517	9101 ZAMORA AVE	LOS ANGELES	90002	\$323.39	363	0.0
1835129	4612404	GS-1	222013-826143	1009 1/2 ARROYO VERDE RD	SOUTH PASADENA	91030	\$320.75	361	1.0

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995714	250926573	GS-1	222013-827035	HEATHERDALE/SLAUSON	LOS ANGELES	90043	\$319.10	357	0.0
1388704	250926573	GS-1	222013-284937	ACACIA/MANVILLE	COMPTON	90221	\$320.51	353	0.0
1388758	4612404	GS-1	222013-740032	8461 KASS DR	BUENA PARK	90621	\$316.78	342	0.0
334835	250926573	GS-1	222013-758822	LINCOLN/400 EO 18	MONTEBELLO	90640	\$316.78	337	0.0
1388742	250926573	GS-1	222013-912490	ATLANTIC/70TH	LONG BEACH	90805	\$317.40	335	0.0
1388745	250926573	GS-1	222010-052133	7360 STEWART AND GRAY RD	DOWNEY	90241	\$316.72	334	0.0
8190426	4612404	GS-1	222013-781192	8668 ETIWANDA AVE	ETIWANDA	91739	\$316.66	333	1.0
913518	250926573	GS-1	222013-984024	5910 ALLINGTON ST	LAKEWOOD	90713	\$312.82	315	0.0
4945462	4612404	GS-1	222014-022647	7925 GARFIELD AVE	BELL GARDENS	90201	\$312.65	315	0.0
1388807	4612404	GS-1	222011-096501	22252 MACARTHUR BLVD	NEWPORT BEACH	92660	\$312.77	310	0.0
1388810	4612404	GS-1	83-200610	EL SEGUNDO/RAMONA	HAWTHORNE	90250	\$313.02	306	0.0
31058073	4612404	GS-1	222011-379196	3380 N RIVERSIDE AVE	RIALTO	92377	\$311.80	305	0.0
1209923	250926573	GS-1	254000-004704	17721 WOODRUFF AVE	BELLFLOWER	90706	\$320.88	301	0.8
919699	250926573	GS-1	342M-021422	7131 SAN MARCUS ST	PARAMOUNT	90723	\$310.56	295	0.2
1046758	250926573	GS-1	222013-284909	1566 E GAGE AVE	LOS ANGELES	90001	\$312.62	293	0.0
1388687	250926573	GS-1	211010-025116	2211 SANTA ANITA AVE	SIERRA MADRE	91024	\$366.44	293	0.0
1388698	250926573	GS-1	222014-022597	BRISTOL N/O MEMORY	SANTA ANA	92706	\$310.97	291	0.0
1105624	250926573	GS-1	222013-826343	HANNUM/SAWTELLE	CULVER CITY	90230	\$311.08	289	0.0
10848964	4612404	GS-1	222013-781069	6031 PINE	SAN BERNARDINO	92407	\$312.09	282	1.0
1275361	250926573	GS-1	222011-158777	2632 1/2 W COAST HWY	NEWPORT BEACH	92663	\$309.22	280	0.0
1388737	250926573	GS-1	222013-757393	N/W RDND0 AVE/MANBCH	MANHATTAN BEACH	90266	\$307.97	278	0.0
1229563	250926573	GS-1	222010-044475	9009 STEWART AND GRAY RD	DOWNEY	90241	\$307.66	276	0.0
2321003	4612404	GS-1	222011-157454	N/E COR MAN BCH BLVD	REDONDO BEACH	90278	\$308.94	276	0.0
1240767	250926573	GS-1	222010-043943	13552 IMPERIAL HWY	SANTA SPRINGS FE	90670	\$309.12	275	1.0
1388679	250926573	GS-1	222010-336055	21469 E LA PUENTE ROAD	WALNUT	91789	\$307.27	274	0.0
1388802	4612404	GS-1	222013-911485	N/O 19300 S ALAMEDA	COMPTON	90220	\$309.68	274	0.0
2375038	4612404	GS-1	222011-377524	EL SEGUNDO/HALLDALE	GARDENA	90247	\$307.37	274	0.0
601580	250926573	GS-1	222010-049708	7750 STEWART AND GRAY RD	DOWNEY	90241	\$306.97	271	0.0

Serv Acct Num	Cust Acct Num	Current Rate	Meter Num	Service Street Addr	City Name	Zip	Bill Amt	KWH Usage	Maximum KW
1388793	4612404	GS-1	222010-519550	1 AMELIA FOOTHILL S/W	GLENDORA	91740	\$307.22	269	0.0
1140232	250926573	GS-1	222010-342395	FERNHOLLOW/PATHFINDER	DIAMOND BAR	91765	\$307.97	268	0.0
1064682	250926573	GS-1	222010-050413	12103 BELLFLOWER BLVD	DOWNEY	90242	\$306.18	266	0.0
1388821	4612404	GS-1	222010-047964	12152 IMPERIAL HWY	NORWALK	90650	\$307.67	266	0.0
28914827	246456735	GS-1	222013-761240	16702 WOODRUFF	BELLFLOWER	90706	\$306.62	258	0.0
1388723	250926573	GS-1	222013-993243	1 WEXHAM/S/O FAIRVW	INGLEWOOD	90302	\$304.99	257	0.0
11630066	4612404	GS-1	222010-048573	9364 1/2 WASHBURN RD	DOWNEY	90242	\$301.45	257	1.0
1388740	250926573	GS-1	222013-990655	BIXBY W/O GAVIOTA	LONG BEACH	90807	\$304.31	253	0.0
1388701	250926573	GS-1	222013-916681	CARSON W/O BATAAN	LONG BEACH	90810	\$303.00	247	0.0
1320928	250926573	GS-1	222013-741862	200 FT E/O AVALON	GARDENA	90247	\$303.86	235	0.0
22970998	246456735	GS-1	222012-620100	57011 ARROWHEAD SPRINGS	SAN BERNARDINO	92404	\$301.56	229	0.0
61350	250926573	GS-1	222013-283935	PERRY/WESTMORELAND	MONTEBELLO	90640	\$303.01	223	0.0
1388761	4612404	GS-1	222013-743259	S/S LMBRT300W/HARB	LA HABRA	90631	\$299.37	217	0.0
1153823	250926573	GS-1	222013-823995	ACACIA N/O VST LOMTS	FULLERTON	92831	\$297.67	208	0.0
38731146	345824619	DOMESTIC	222011-621084	2300 PALOS VERDES DR N	ROLLING HILLS ESTATES	90274	\$41.34	198	0.0
1388752	250926573	GS-1	222013-684385	2400 ROLLING HILLS	FULLERTON	92835	\$296.48	189	0.0
19293668	4612404	GS-1	222010-993219	13455 THEODORE ST	MORENO VALLEY	92555	\$293.18	185	1.0
1252555	250926573	GS-1	222013-736301	FOX/OMELVENY	SAN FERNANDO	91340	\$294.72	184	0.0
32336696	246456735	GS-1	222012-612196	3809 1/2 HOGAN	YORBA LINDA	92886	\$294.45	184	0.0
2195888	4612404	GS-1	254000-016711	1204 W EL SEGUNDO BLVD	GARDENA	90247	\$305.94	180	0.5
13201429	250926573	GS-1	222013-597048	35258 SIMPSON RD	WINCHESTER	92596	\$295.76	179	1.0
1388759	4612404	GS-1	222012-492411	SS/ESP/MWD LINE	ANAHEIM	92807	\$291.08	169	0.0
540793	250926573	GS-1	222013-600352	1021 E SIERRA MADRE AVE	GLENDORA	91741	\$288.83	160	0.0
1388795	4612404	GS-1	222013-825959	KOLLE/MONTEREY	SOUTH PASADENA	91030	\$293.22	152	0.0
1388722	250926573	GS-1	222014-024255	W/O DVNSHR/CHTSWTHPK	CHATSWORTH	91311	\$289.46	147	0.0
5740414	4612404	GS-1	222013-755400	4325 1/2 CASA LOMA AVE	YORBA LINDA	92886	\$287.84	138	1.0
12195443	4612404	GS-1	222013-780974	6268 SAN SEVAINE RD	FONTANA	92336	\$288.82	135	1.0
16606146	250926573	GS-1	222013-981439	33RD/LA RIVER	LONG BEACH	90807	\$287.31	134	0.0
8889600	4612404	GS-1	222013-752105	1620 1/2 W EL SEGUNDO BLVD	COMPTON	90222	\$279.66	128	0.0

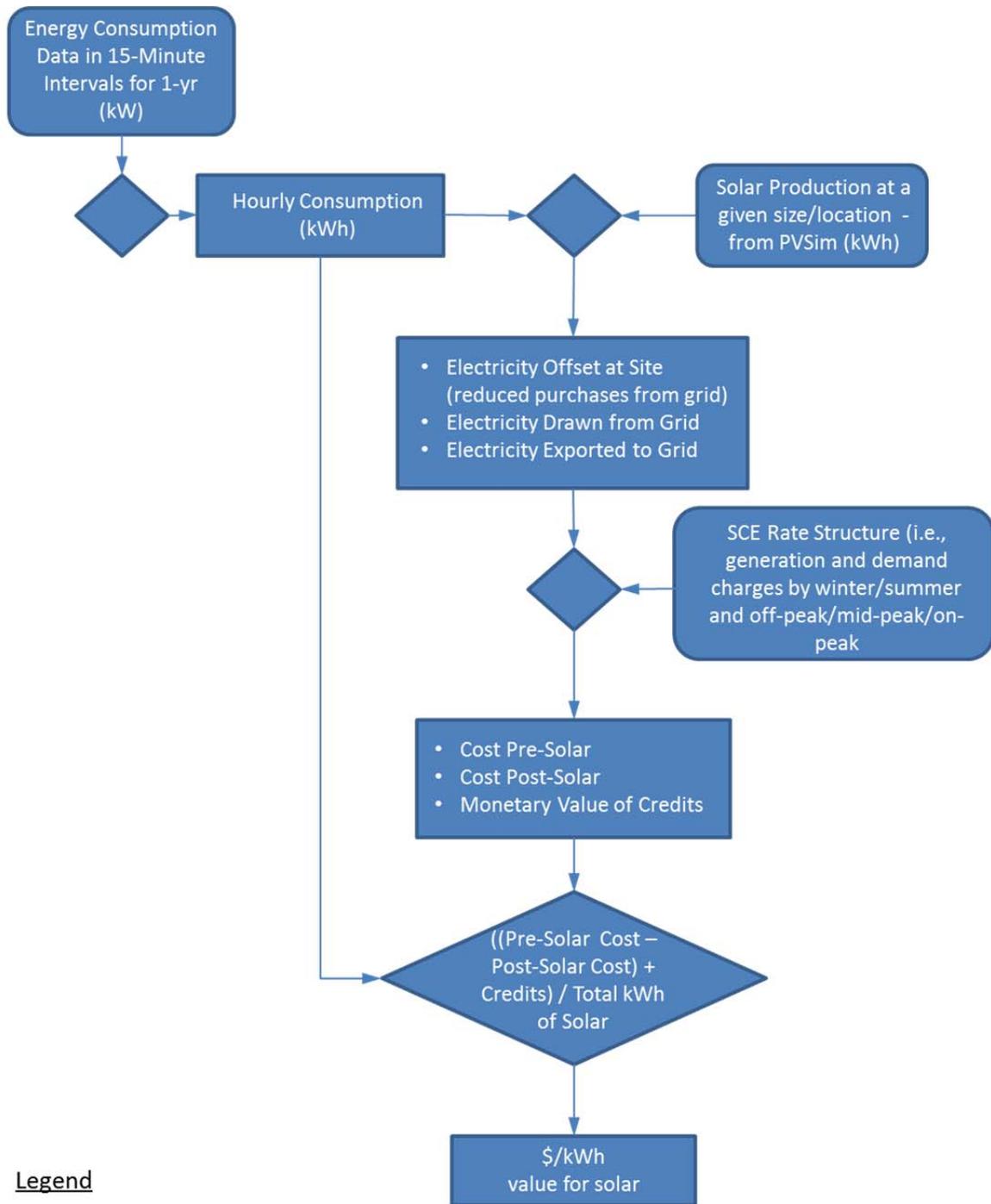
Serv Acct Num	Cust Acct Num	Current Rate	Meter Num	Service Street Addr	City Name	Zip	Bill Amt	KWH Usage	Maximum KW
607802	250926573	GS-1	254000-010484	4114 AGNES AVE	LYNWOOD	90262	\$297.10	127	0.0
1388772	4612404	GS-1	222013-915122	35100 WASHINGTON ST	WINCHESTER	92596	\$285.59	125	0.0
1388794	4612404	GS-1	222010-335897	3501 N RIVERGRADE ROAD	BALDWIN PARK	91706	\$285.26	122	0.0
4612926	0	GS-1	222012-247315	34355 RAWSON RD C	HEMET	92545	\$286.10	118	0.0
1333268	250926573	GS-1	222014-020327	990 E VICTORIA ST	CARSON	90747	\$284.41	116	0.0
1388743	250926573	GS-1	254000-011281	12107 WOODRUFF AVE	DOWNEY	90241	\$294.32	114	1.7
11410043	4612404	GS-1	222013-743242	7722 W LIBERTY PARK	FONTANA	92336	\$283.77	113	1.0
1388817	4612404	GS-1	222013-912503	3600 STEVELY AVE	LONG BEACH	90808	\$280.87	98	0.0
632436	250926573	GS-1	256000-145725	30 COOLEY-INDIAN KNOLL	COLTON	92324	\$291.48	84	1.0
5781933	4612404	GS-1	222013-742477	8646 1/2 RUSH ST	ROSEMEAD	91770	\$278.75	84	0.0
1388767	4612404	GS-1	222013-756026	ST COLGE N/O LAMBERT	BREA	92621	\$275.97	59	0.0
1388673	250926573	GS-1	222013-819991	1061 S ORANGE AVE	MONTEREY PARK	91755	\$276.51	48	0.0
686174	0	GS-1		3900 WOODRUFF AVE	LONG BEACH	90808	\$238.88	36	1.0
1388828	4612404	GS-1	815-005674	LAMBERT 1/2 E/O PMA	BREA	92621	\$284.99	36	1.9
35936406	246456735	GS-1	222013-911828	2332 SEARL PKWY	HEMET	92543	\$273.93	31	0.0
1388699	250926573	GS-1	222013-915331	9012 1/2 SANTA FE AVE	SOUTH GATE	90280	\$273.26	20	0.0
11062471	4612404	GS-1	222013-781501	33250 HOLLAND RD	WINCHESTER	92596	\$271.86	15	0.0
432445	250926573	GS-1	815-005676	N LAMBERT EO OAK	BREA	92621	\$280.79	12	2.6
2195884	4612404	GS-1	222013-996349	GREENLEAF/LONG BCH	LONG BEACH	90805	\$268.18	4	0.0
606169	250926573	GS-1	222010-450765	34 BERLYN-5TH	ONTARIO	91764	\$260.05	1	0.0
895739	250926573	GS-1	254000-025833	CONANT/SEBREN	LONG BEACH	90808	\$279.42	1	1.9
104827	250926573	DOMESTIC	222013-537824	35100 WASHINGTON ST	WINCHESTER	92596	\$16.20	0	0.0
430416	250926573	GS-1	222010-049302	222 S MOORE AVE	MONTEREY PARK	91754	\$267.56	0	0.0
463888	250926573	GS-1	254000-013035	ALAMEDA/CARSON	LONG BEACH	90810	\$279.24	0	0.0
772471	250926573	GS-1	222013-597456	1 MCALLISTER EL SO W	RIVERSIDE	92503	\$268.28	0	0.0
866578	250926573	GS-1	222013-988024	EL SEGUNDO/WESTERN	GARDENA	90249	\$268.29	0	0.0
870628	250926573	GS-1	254000-023280	3501 N RIVERGRADE ROAD	BALDWIN PARK	91706	\$279.23	0	0.0
1046941	250926573	GS-1	222010-860234	1 WASHINGTON LIBERTY	CORONA	92883	\$269.04	0	0.0
1095092	250926573	GS-1	254000-023108	N/BIXBY RD E/LOCUST	SIGNAL HILL	90807	\$280.78	0	0.1
1233627	250926573	GS-1	254000-016891	3600 STEVELY AVE	LONG BEACH	90808	\$278.48	0	0.0

Serv Acct Num	Cust Acct Num	Current Rate	Meter Num	Service Street Addr	City Name	Zip	Bill Amt	KWH Usage	Maximum KW
1296413	250926573	GS-1	724-006198	PVDRES/OPVDRN	ROLLING HILLS	90274	\$303.62	0	0.0
1311597	250926573	GS-1	222013-778631	30 LIVE OAK-SAN BERNARDINO	FONTANA	92335	\$267.57	0	0.0
1388702	250926573	GS-1	254000-005286	CARSON W/O BATAAN	LONG BEACH	90810	\$279.25	0	0.0
1388717	250926573	GS-1	222013-119501	4519 PALO VERDE	MONTCLAIR	91763	\$291.64	0	0.0
1388718	250926573	GS-1	222013-595048	4477 PALO VERDE	MONTCLAIR	91763	\$291.65	0	0.0
1388776	0	GS-1	8416-000037	87 COXCMB-RICE	DESERT CENTER	92239	\$89.51	0	0.0
1388863	4612404	GS-1	222013-986217	1 AZUSA BADILLO N/W	COVINA	91722	\$267.55	0	0.0
4370002	4612404	GS-1	222013-753942	33555 HOLLAND	HEMET	92543	\$269.77	0	0.0
4985139	4612404	GS-1	259000-012657	9029 1/2 ARCHIBALD AVE	RANCHO CUCAMONGA	91730	\$279.23	0	0.0
15621644	4612404	MISC-CHARGES	V345N-000869	20584 BAKE PKWY	LAKE FOREST	92630	\$16,150.56	0	0.0
15621649	4612404	MISC-CHARGES	V349N-002943	27500 RAMONA EXPRESSWAY	NUEVO	92567	\$6,847.80	0	0.0
15713862	250926573	MISC-CHARGES	3412-010868	9840 MILLER WAY	SOUTH GATE	90280	\$589.20	0	0.0
15866595	250926573	MISC-CHARGES		VENICE	CULVER CITY	90230	\$2,883.48	0	0.0
15867256	250926573	MISC-CHARGES		CORONA	CORONA	92883	\$9,385.20	0	0.0
15873753	250926573	MISC-CHARGES		SAN DIMAS POWER PLANT	SAN DIMAS	91773	\$2,877.00	0	0.0
15879834	250926573	MISC-CHARGES		RED MOUNTAIN POWER PLANT	FALLBROOK	92028	\$18,514.44	0	0.0
15879989	250926573	MISC-CHARGES		LAKE PERRIS	PERRIS	92570	\$1,214.40	0	0.0
15880463	250926573	MISC-CHARGES		LAKE MATTHEWS	PERRIS	92570	\$4,366.80	0	0.0
15880720	246456735	MISC-CHARGES		TEMESCAL CANYON	PERRIS	92570	\$1,561.56	0	0.0
15890441	250926573	MISC-CHARGES		COYOTE CREEK	LA HABRA	90631	\$814.80	0	0.0
15895518	250926573	MISC-CHARGES		FOOTHILL/ELIZ LK	SAUGUS	91350	\$10,603.32	0	0.0
15896263	250926573	MISC-CHARGES		YORBA LINDA PLANT	YORBA LINDA	92886	\$4,029.60	0	0.0
15958020	250926573	MISC-		30 ARROW-ETIWANDA	RANCHO	91739	\$32,902.56	0	0.0

Serv Acct Num	Cust Acct Num	Current Rate	Meter Num	Service Street Addr	City Name	Zip	Bill Amt	KWH Usage	Maximum KW
		CHARGES			CUCAMONGA				
15987485	250926573	MISC-CHARGES		VALLEY VIEW GEN UNIT	YORBA LINDA	92886	\$582.36	0	0.0
16877511	250926573	MISC-CHARGES		P-1 PUMPING PLANT 4 MILES S/W HEMET	HEMET	92543	\$54,836.64	0	0.0
17176179	4612404	GS-1	222013-602449	6600 DEVILS CANYON RD	SAN BERNARDINO	92407	\$269.02	0	0.0
18038124	250926573	GS-1	222013-778268	34499 E NEWPORT	WINCHESTER	92596	\$269.76	0	0.0
29480308	246456735	GS-1	256000-192386	2325 SEARL PKWY	HEMET	92543	\$280.78	0	0.0
31877549	4612404	MISC-CHARGES	V349N-017791	3972 VALLEY VIEW AVE	YORBA LINDA	92886	\$580,482.00	0	0.0
38686150	4612404	TOU-8-B	V349N-014204	3201 WHEELER AVE	LA VERNE	91750	\$187.76	0	0.0

Appendix C

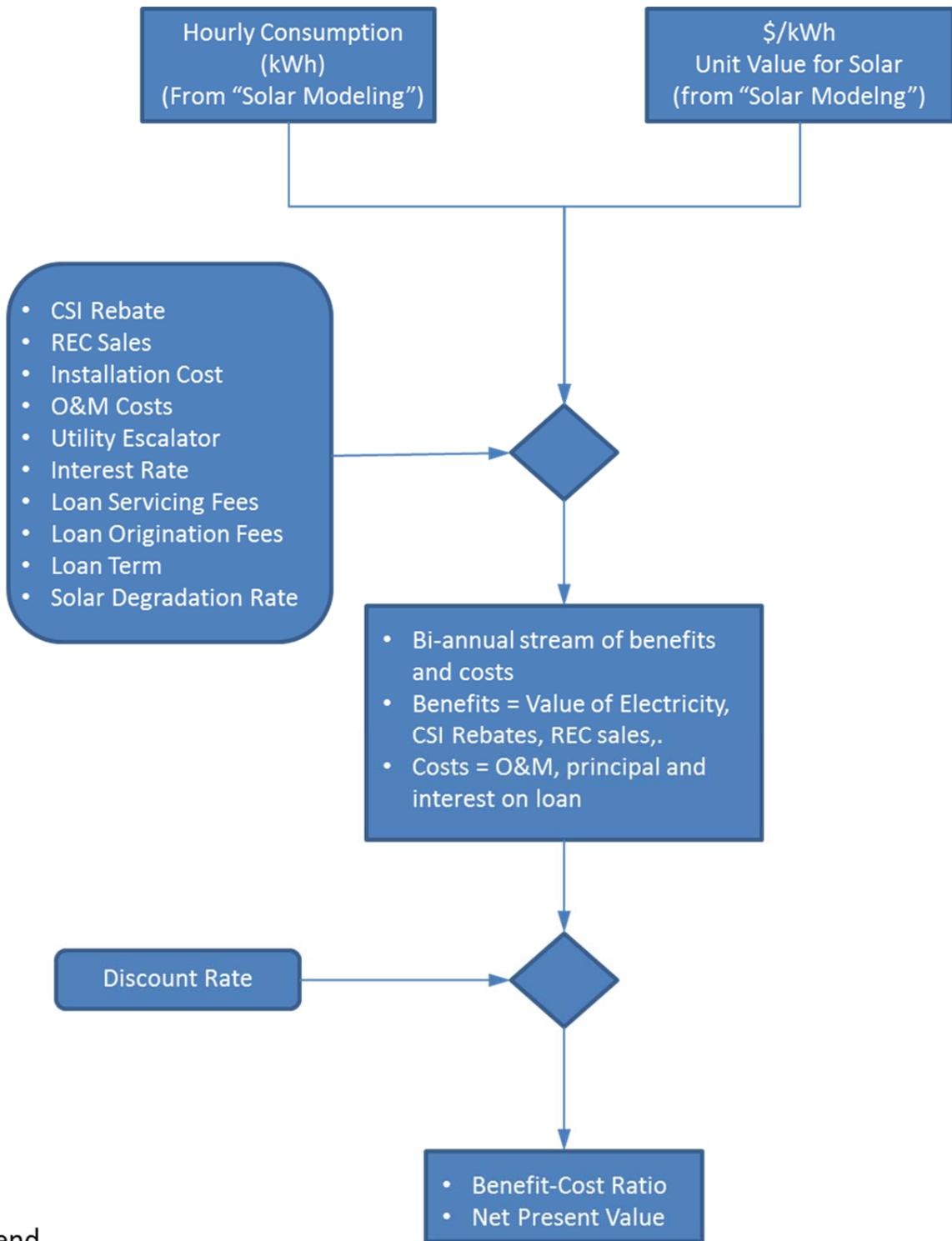
The economic evaluation of solar was done in two stages. The first evaluated solar at a potential facility to determine production, the quantity and value of avoided electricity purchases, and the value of credits generated to determine an average value for a kWh generated by a solar facility. This stage is laid out below in a flow chart titled 'Solar Modeling Flow Chart'. The second compared the economic costs of installing the solar facility (i.e., cost to install, financing costs, etc.) to the benefits generated (i.e., avoided electricity charges, credit value, etc.). This stage is laid out below in a flow chart titled 'Solar Financial Model'.



Legend

- Input
- Model/Calculations
- Results

Solar Modeling Flow Chart



Legend

- Input
- Model/Calculations
- Results

Solar Financial Model