

CALIFORNIA **COMMUNITY POWER**

2025 T&D Consulting Education
Request for Proposals Instructions
July 28, 2025

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2. Objective

California Community Power (“CC Power”) is seeking proposals (“Proposals”) pursuant to this Request for Proposals (“RFP”) from qualified consultants (individually, a “Respondent” and collectively, “Respondents”) to provide CC Power and its member community choice aggregators (“CCAs”), the “Members”, with baseline educational training relating to opportunities for CC Power and its Members’ involvement in the transmission and distribution grid and its related regulatory and market processes (the “Training”). CC Power and the Members are particularly interested in getting “Education and Level-Setting” stage information that may inform selection and development of strategies in a subsequent “Strategy Development” stage (that will be put out via a request for proposals at a later time) for opportunities including, but not limited to the following:

1. Strategic Siting and Access to Transmission

1.1 Identify generation and storage resources more likely to secure interconnection and deliverability within CAISO at lower cost and higher market value.

1.2 Evaluate existing transmission constraints and identify potential upgrades or mitigation strategies to enable new imports or relieve congestion.

1.3 Understand currently available transmission paths with remaining contractable capacity.

1.4 Assess opportunities to import resources from other balancing authorities with favorable generation characteristics (e.g., higher capacity factors, lower costs), including evaluation of curtailment risks and deliverability to CAISO.

2. Transmission Rights Procurement, Wheeling, and Cost Exposure

2.1 Analyze wheeling strategies and delivery mechanisms for out-of-BA resources, including curtailment risks and availability of short- and long-term transmission rights.

2.2 Understand the risks and benefits of holding short- and long-term transmission rights.

2.3 Evaluate how Open Access Transmission Tariff (“OATT”) rates are determined, how they may evolve, and implications for long-term cost exposure.

2.4 Evaluate continued wheeling needs to CAISO interties and associated costs under changing regulatory or market conditions.

2.5 Understand how to navigate scheduling and procurement activities for wheeling transactions.

3. Policy, Market Design, and Regulatory Engagement

3.1 Track and assess CAISO market expansion and its effect on resource eligibility for CPUC compliance (e.g., RPS, Resource Adequacy).

3.2 Participate in transmission planning and regulatory processes in various WECC BAs to advocate for upgrades that benefit Members' portfolios.

3.3 Understand key regulatory policies and reporting requirements affecting transmission and procurement, both within CAISO and across broader WECC.

4. Transmission Ownership and Investment Strategies

4.1 Explore business models, ownership structures, strategies, valuation approaches, and cost recovery mechanisms for potential ownership of transmission assets.

4.2 Assess risks and benefits associated with owning transmission, including for local reliability and resiliency, and long-term financial value.

4.3 Consider opportunities for municipalization of transmission and distribution infrastructure.

5. Market Strategy and Portfolio Optimization

5.1 Assess how transmission constraints, upgrades, and wheeling access affect wholesale electricity prices and congestion patterns.

5.2 Quantify the benefits of new transmission investments to wholesale prices, deliverability, and reliability/resiliency.

5.3 Identify actions that enhance the value of Members’ generation and storage portfolios, reduce customer costs, improve reliability, and create long-term strategic optionality.

Interested Respondents shall submit their Proposal to solicitations@cacommunitypower.org by no later than 11:59 PM Pacific Time on August 22, 2025.

3. Background

CC Power is a joint powers authority that is comprised of nine (9) CCAs that was formed for the purpose of developing, acquiring, constructing, owning, managing, contracting for, engaging in, or financing electric energy generation and storage projects, and for other purposes. The Members make up approximately 12% of the CAISO’s electricity load and represent the interests of their local communities in acquiring renewable energy and serving their electricity generation and procurement requirements.

Today, CC Power has three (3) contracts in its portfolio, composed of one (1) energy storage service agreement for long-duration (8-hour) lithium-ion battery storage, totaling 75 MW / 600 MWh, and two (2) geothermal renewable power purchase agreements, totaling up to 138 MW. CC Power is actively engaged in additional procurement activities to advance its members’ procurement of incremental long duration storage, geothermal, and large out-of-state or offshore wind resources. CC Power is also interested in the benefits of new transmission buildout and/or transmission ownership opportunities and is exploring avenues for collaborative Integrated Resource Plan (“IRP”) and Transmission Planning Process (“TPP”) engagement and planning efforts, among other potential activities.

4. RFP Timeline

Description	Deadline
RFP released	July 28, 2025
Deadline for questions	August 11, 2025
Responses to questions to be provided	August 15, 2025
RFP proposals due	August 22, 2025
Shortlist notification	August 29, 2025
Shortlist meetings	September 2-5, 2025
Notice of intent to award contract	September 12, 2025

Contract negotiations (target) ¹	September 15-26, 2025
Target Training materials due date ²	October 31, 2025
Target Training presentation date	November 3-7, 2025
Target “Strategy Development” RFP launch ³	Q1 2026

5. Questions and Responses

All questions, requests, and other inquiries or communications from or on behalf of Respondent to CC Power about this RFP must be directed in email to solicitations@cacommunitypower.org in accordance with the timeline provided above.

6. Scope of Work

CC Power is seeking a Respondent to deliver a report and to present a live, PowerPoint-based training to provide education to CC Power’s and its Members’ staff on the transmission and distribution grid, how market mechanisms work, and key opportunities for market participation. The PowerPoint-based training will be video recorded via Microsoft Teams and stored for future use and training. Respondent and CC Power will coordinate on the specific topics to include in the report and training materials, prior to Respondent finalizing the materials. Respondent’s report will include, but not be limited to, how relevant market and operational processes function, regulatory requirements, relevant background information, relevant technical information, maps, example calculations, and citations to relevant sources and tariff sections that support educating CC Power and its Members on the potential engagement strategies that may be pursued as detailed in Section 2 above.

CC Power and its Members are ultimately interested in playing a more engaged and informed role in the transmission space by considering possible engagement in the opportunities set forth in Section 2 above. CC Power is seeking this initial baseline “Education and Level-Setting” training as an effective way to initially get educated, which can then be followed by a deeper dive assessment of some of the strategies set forth in Section 2 for realizing value in the transmission and distribution space, the “Strategy Development” stage. CC Power will issue a subsequent RFP for interested respondents to support this “Strategy Development” stage, potentially in Q4 2025 or Q1 2026, with selected topics for the deep-dive informed by the report and presentation developed in this RFP by the selected Respondent.

¹ Including refinement of scope of work for training materials

² Subject to Respondent’s anticipated timeline to assemble training materials per the agreed upon scope of work

³ Note that this is intended as a subsequent phase of this effort that will be issued via a new Request for Proposals, and will be informed by the training provided by the successful Respondent. All interested Respondents in this first phase are encouraged to participate in the second phase, to refine certain selected strategy(ies).

Respondents should presume an experienced level of knowledge in the electricity generation and storage procurement space, but less familiarity with the transmission and distribution side of the business and associated regulatory frameworks. Respondents are encouraged to consider what information is most likely to provide value to CC Power and its Member CCAs by considering the role the Members play as generation-side load serving entities today, but account for the flexibility they may have in the future to own and/or operate transmission or distribution assets, e.g., through transmission asset ownership investments or municipalization.

7. Proposal Format and Contents

Respondents are asked to provide the information requested below to the best of their ability and to the extent possible in the form set forth below. All responses shall be submitted to solicitations@cacommunitypower.org in PDF format by 11:59 PM Pacific Time on August 22, 2025.

Section 1: Executive Summary

Section 2: Respondent Information including company name, location, background, relevant experience, summary of similar prior engagements, proposed staff for the engagement, and contact information.

Section 3: Proposed outline of the Training topics, including rationale for inclusion of the topics being proposed.

Section 4: Example report section and slide(s) that describes a single transmission concept related to the Training, which demonstrates how Respondent proposes to present information in writing and graphically for CC Power and its Members' learning benefit.

Section 5: Proposed timeline for the development and delivery of the Training, including any expectations for scope of work refinement and feedback from CC Power in the development process.

Section 6: Proposed costs for development of the Training, which may be bundled or a la carte, depending on the topics to be ultimately selected between Respondent and CC Power. Costs shall be proposed on a fixed fee basis, rather than based upon time and materials. Respondents are required to provide an option for a complete Training package that is structured to cost \$50,000 or less, but may submit additional options or a la carte topics for inclusion that may cost in excess thereof.

8. Evaluation Process and Criteria

CC Power will evaluate RFP responses based on each Respondent's experience; the quality and scope of the proposed Training outline; quality, clarity and understandability of the example presentation and report section; expectation of value that collaboration with Respondent may

bring to CC Power and its Members; cost; timing; ease of doing business; and other criteria. Successful Respondents will be notified via the solicitations@cacommunitypower.org email address that they have been selected for shortlist meetings for further discussion on Respondent's proposal. Following the shortlist meetings and internal evaluation, CC Power will select a Respondent to contract with for the provision of the Training Services. CC Power reserves the right to reject all proposals, select for proposal review only, or interview as needed. The successful Respondent will be selected on the basis of information provided in the RFP, shortlist meetings, and the results of the CC Power's internal evaluation.

9. Form of Agreement

Upon selection of a Respondent, CC Power will endeavor to negotiate a mutually agreeable contract with the selected Respondent. CC Power's pro forma Professional Services Agreement is attached in Exhibit A for Respondents' reference. Upon selection, the successful Respondent shall provide a markup to the Professional Services Agreement in redline form for CC Power's consideration for purposes of commencing contract negotiations. In the event that CC Power is unable to reach agreement, CC Power will proceed, at its sole discretion, to negotiate with the next firm selected by CC Power. CC Power reserves the right to contract for services in the manner that most benefits CC Power including awarding more than one contract, if desired.

After negotiating a proposed Agreement that is fair and reasonable, CC Power staff will make the final recommendation to CC Power's leadership concerning the proposed Agreement. CC Power's leadership has the final authority to approve or reject the Agreement.

10. Confidentiality

All documents submitted in response to this RFP will become the property of CC Power upon submittal. CC Power may be required to disclose information received pursuant to this RFP in accordance with requirements of the Ralph M. Brown Act or the California Public Records Act ("CPRA"). Upon submission, all proposals shall be treated as confidential until the selection process is completed. Once the selection process is complete, all proposals shall be deemed public record.

Exceptions to disclosure may be available to those parts or portions of proposals that are justifiably and reasonably defined as business or trade secrets, and plainly marked by Respondents as "Trade Secret", "Confidential", or "Proprietary". CC Power will endeavor to protect any such marked information to the extent permitted under the CPRA. However, CC Power shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the CPRA or otherwise by law.

In the event CC Power receives a CPRA request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Confidential", "Trade Secrets", or "Proprietary", CC Power will notify the Respondent as soon as practical that such

request has been made. The Respondent shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be confidential information and to prevent the release of such information to the person or entity that made the CPRA request. If the Respondent takes no such action after receiving the foregoing notice from CC Power, CC Power shall be permitted to comply with the CPRA request and is not required to defend against it. Respondents agree to defend and indemnify CC Power from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the CPRA request.

A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of a CPRA exemption, and a Respondent who indiscriminately and without justification identifies most or all its proposal as exempt from disclosure or submits a redacted copy may be deemed non-responsive.

11.Disclaimer

The information contained in this RFP has been prepared solely to assist prospective Respondents in making the decision of whether or not to submit a proposal. CC Power does not purport this information to be all-inclusive or to contain all of the information that a prospective Respondent may need to consider in order to submit a proposal. Neither CC Power nor its employees, officers, consultants, nor Members will make, or will be deemed to have made, any current or future representation, promise or warranty, express or implied, as to the accuracy, reliability, or completeness of the information contained herein, or in any document or information made available to a Respondent, whether or not the aforementioned parties know or should have known of any errors or omissions, or were responsible for its inclusion in, or omission from, this document.

By participating in this RFP process, a Respondent acknowledges that it has read, understands, and agrees to the terms and conditions set forth in these RFP Instructions. CC Power reserves the right to reject any proposal that does not comply with the requirements identified herein, or to waive irregularities, if any.

CC Power further reserves the right to communicate with individual Respondents to ask clarifying questions about their proposals prior to making a shortlisting decision. Furthermore, CC Power may, at its sole discretion and without notice, modify, suspend, or terminate the RFP without liability to any organization or individual. Any modification to this RFP will be made by addendum. This RFP does not constitute an offer to buy services or create an obligation for CC Power to enter into an agreement with any party, and CC Power shall not be bound by the terms of any offer or proposal until an agreement has been fully executed. CC Power may negotiate and execute contracts with different Respondents on differing timelines. If selected, a Respondent may be invited to enter into a contract with CC Power. Where negotiations do not

result in mutually agreeable terms, CC Power may choose not to execute a contract with the Respondent. CC Power shall not be responsible for any of the Respondent's costs incurred to prepare, submit, negotiate, or to enter into an agreement, or for any other activity related to meeting the requirements established in this solicitation. All submittals shall become the property of CC Power and will not be returned.

CC Power has no obligation to reimburse, compensate, or otherwise pay the costs incurred by Respondents to this RFP in evaluating its contents, providing a response, or, if selected by CC Power, negotiating, delivering and executing any definitive agreements that arise from this RFP. Respondents to this RFP are solely responsible for all costs incurred by them when evaluating and responding to this document, and any negotiation of costs incurred by the Respondent thereafter. CC Power may, in its sole discretion and without limitation, refuse to accept any and all proposals and to evaluate proposals and proceed in the manner it deems appropriate, which may include deviations from the expected evaluation process, the waiver of any requirements, and the request for additional information. Rejected Respondents will have no claim whatsoever against CC Power nor its employees, officers, consultants, nor members.

Exhibit A

CALIFORNIA COMMUNITY POWER PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of [REDACTED], 20[REDACTED] by and between California Community Power, a Joint Powers Authority organized and operating under the laws of the State of California ("CC Power"), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (hereinafter referred to as "Consultant"). CC Power and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. CC Power is in need of professional services for the following project:

[REDACTED]
(hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for CC Power to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide CC Power with the services described in the Scope of Services attached hereto as Exhibit A.

2. Compensation.

a. Subject to paragraph 2(b) below, CC Power shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$_____ [Insert amount of compensation]. This amount is to cover all printing and related costs, and CC Power will not pay any additional fees

for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or CC Power, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to CC Power by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by CC Power and executed by both Parties before performance of such services, or CC Power will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by CC Power.

5. Term.

The term of this Agreement shall be from **[Insert start date]** to **[Insert end date]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from CC Power to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither CC Power nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist CC Power, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care; Performance of Employees

a. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

b. Consultant's employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services, including a business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Consultant shall perform, at its own cost and expense and without reimbursement from CC Power, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by CC Power to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to CC Power, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the services or to work on the Project.

9. Assignment and Subcontracting

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of CC Power, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subcontractors as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of CC Power. No employee or agent of Consultant shall become an employee of CC Power. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from CC Power as herein provided.

11. Insurance. Consultant shall not commence work for CC Power until it has provided evidence satisfactory to CC Power it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to CC Power.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give CC Power, its officials, officers, employees, agents, volunteers, and any public agency which is a party to the joint powers agreement pursuant to which CC Power is organized under section 6500 et seq. of the Government Code and its officials, officers, employees, volunteers, and agents additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by CC Power, and provided that such deductibles shall not apply to CC Power as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to CC Power.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give CC Power, its officials, officers, employees, agents, volunteers, and any public agency which is a party to the joint powers agreement pursuant to which CC Power is organized under section 6500 et seq. of the Government Code and its officials, officers, employees, volunteers, and agents additional insured status.

(iv) Subject to written approval by CC Power, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to CC Power as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any

acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to CC Power and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 combined single limit
Employer's Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with CC Power evidence of insurance from an insurer or insurers certifying to the coverage of all insurance

required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide CC Power at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to CC Power at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by CC Power or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of CC Power, its officials, officers, employees, agents, volunteers, and any public agency which is a party to the joint powers agreement pursuant to which CC Power is organized under section 6500 et seq. of the Government Code and its officials, officers, employees, volunteers, and agents or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against CC Power, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in

excess of such coverage, nor shall it limit the Consultant's indemnification obligations to CC Power and shall not preclude CC Power from taking such other actions available to CC Power under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by CC Power, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by CC Power, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CC Power has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CC Power will be promptly reimbursed by Consultant or CC Power will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, CC Power may cancel this Agreement.

(iii) CC Power may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither CC Power nor any of its officials, officers, employees, agents, volunteers, or any public agency which is a party to the joint powers agreement pursuant to which CC Power is organized under section 6500 et seq. of the Government Code and its officials, officers, employees, volunteers, and agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to CC Power that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name CC Power as an additional insured using ISO form

CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, CC Power may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of CC Power's choosing), indemnify and hold CC Power, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, CC Power, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold CC Power, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4

shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by CC Power. Consultant shall defend, indemnify and hold CC Power, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Safety.

Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

15. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

16. INTENTIONALLY DELETED

17. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in the Superior Court of California for the County of Sacramento.

18. Termination or Abandonment

a. CC Power has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, CC Power shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. CC Power shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by CC Power and Consultant of the portion of such task completed but not paid prior to said termination. CC Power shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to CC Power only in the event of substantial failure by CC Power to perform in accordance with the terms of this Agreement through no fault of Consultant.

19. Ownership of Documents and Confidential Information.

a. All deliverables and other documents generated by Consultant in the performance of the services, including all work papers, work-in-progress, designs, drawings, documents, data, computations, specifications, studies and reports prepared by Consultant as a part of the services shall belong to and be subject to the sole ownership and use of CC Power.

b. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, drawings and specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of CC Power.

20. Organization

Consultant shall assign [REDACTED] as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of CC Power.

21. Limitation of Agreement.

This Agreement is limited to and includes only the work described above.

22. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CC POWER:

California Community Power
901 H St, Suite 120,
PMB 157
Sacramento, CA 95814
Attn: General Counsel

CONSULTANT:

[***INSERT NAME, ADDRESS & CONTACT
PERSON***]

and shall be effective upon receipt thereof.

23. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CC Power and the Consultant.

24. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of CC Power and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated

herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

26. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

27. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of CC Power. Any attempted assignment without such consent shall be invalid and void.

28. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

29. Time of Essence

Time is of the essence for each and every provision of this Agreement.

30. CC Power's Right to Employ Other Consultants

CC Power reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

31. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CC Power shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of CC Power, during the term of his or her service with CC Power, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

32. Confidential Information

During the course of the performance of this Agreement, Consultant may receive written or verbal information from CC Power, its representatives or agents, not in the public domain. Such information may include CC Power's know how, trade secrets, and other proprietary and confidential information and Consultant agrees to treat such information as confidential information belonging to CC Power. Consultant agrees that neither it, nor its officers, employees, representatives, agents, successors, or assigns, will disclose such information to any third party or use the same in any manner without the prior written consent of CC Power. Moreover, Consultant agrees to safeguard such proprietary and confidential information from unauthorized disclosure and/or use using the same degree of care it uses to protect its own proprietary and confidential information, but not less than a reasonable standard of care. In the event that disclosure of such information is sought pursuant to any law or regulation, Consultant shall promptly notify CC Power of such fact to allow CC Power to assert whatever exclusions or exemptions may be available to it under applicable law or regulation.

33. Joint Powers Authority

Consultant hereby acknowledges that CC Power is organized as a joint powers authority in accordance with the Joint Powers Act of the State of California (Govt. Code section 6500 *et seq.*, as the same may be amended from time to time), that CC Power is a public entity separate from its members, and that under the CC Power joint powers agreement the members have no liability for any obligations or liabilities of CC Power. Consultant agrees that CC Power shall solely be responsible for all debts, obligations and liabilities accruing and arising out of the Agreement and Consultant agrees that it shall have no rights against, and shall not make any claim, take any actions or assert any remedies against, any of CC Power's members.

34. Electronic Signatures. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT

BETWEEN CALIFORNIA COMMUNITY POWER

AND [*INSERT CONSULTANT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CALIFORNIA COMMUNITY POWER

[CONSULTANT'S NAME**]**

By: _____

By: _____

Alexander Morris

Its: _____

General Manager

Printed Name: _____

EXHIBIT A

Scope of Services

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice CC Power on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform CC Power regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

EXHIBIT C

Activity Schedule