Commission Staff Report

COMMISSION MEETING DATE: February 19, 2026

SUBJECT: TRC Engineers, Inc.- Five Year Multi-Task General Services Agreement for Energy Efficiency Audits; Applicable to the following: Northern California Power Agency (NCPA), NCPA Members, the Southern California Public Power Authority (SCPPA), and SCPPA Members.

AGENDA CATEGORY: Consent

FROM:	Jane Cirrincione	**METHOD OF SELECTION:**
	AGM, Legislative and Regulatory Affairs	*Competitive Pricing Process*
Division:	Legislative & Regulatory Affairs	*If other, please describe:*
Department:	Legislative & Regulatory	

IMPACTED MEMBERS:

All Members	☒	**City of Lodi**	☐	**City of Shasta Lake**	☐
Alameda Municipal Power	☐	**City of Lompoc**	☐	**City of Ukiah**	☐
San Francisco Bay Area Rapid Transit	☐	**City of Palo Alto**	☐	**Plumas-Sierra REC**	☐
City of Biggs	☐	**City of Redding**	☐	**Port of Oakland**	☐
City of Gridley	☐	**City of Roseville**	☐	**Truckee Donner PUD**	☐
City of Healdsburg	☐	**City of Santa Clara**	☐	**Other**	☐

If other, please specify _____

_____

DRAFT

RECOMMENDATION:

Approve Resolution 26-16 authorizing the General Manager or his designee to execute a Multi-Task General Services Agreement with TRC Engineers Inc., to provide energy efficiency audits, with any non-substantial changes recommended and approved by the NCPA General Counsel, which shall not exceed $1,000,000 over five years, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members.

BACKGROUND:

NCPA Members offer a variety of demand-side management (DSM) programs to their respective residential and non-residential customers, tailored to meet the needs of their individual communities, including both energy efficiency and building electrification programs. Participants in NCPA's Demand Management Working Groups requested assistance in contracting for energy efficiency audits and direct installation services to meet the needs of their customers.

NCPA issued a Request for Proposal (RFP) LR2503 on August 5, 2025, to solicit proposals from qualified consultants providing energy efficiency audits and/or direct installation services. Nine vendors responded to the RFP. Based on the scoring committee's evaluation, four vendors were selected to provide services.

TRC Engineers, Inc. was one of the consultants selected to provide energy efficiency audits for multi-family, commercial, and industrial facilities, based upon its experience and response to the RFP. NCPA proposes to enter into agreements for similar services with Alternative Energy Systems Consulting, Inc. (AESC), Association for Energy Affordability (AEA), and Synergy Companies.

FISCAL IMPACT:

This agreement does not commit NCPA to any new expenditure of funds. The total contractual not-to-exceed cost of the agreement is $1,000,000 over five years to enable NCPA, NCPA Members, SCPPA, and SCPPA Members to utilize these services. Work completed by this consultant under this agreement will be processed and billed to the individual utility system as a pass-through charge in accordance with NCPA's Shared Services Agreement.

SELECTION PROCESS:

A formal bidding process was conducted in accordance with NCPA's procurement policies and procedures. An RFP was posted on NCPA's website from August 5, 2025, through September 16, 2025. A total of nine responses were received and evaluated based on: 1) the quality and completeness of proposal; 2) possession of the knowledge, experience, and skills required to provide the requested services; 3) experience of staff to be assigned to the project, based on prior engagements of similar scope and complexity; 4) competitive rates for the requested services; 5) ability to perform the work within the time specified and demonstrated strong project management abilities; and 6) customer references. The responses were evaluated by a review team consisting of staff from the City of Healdsburg, City of Palo Alto Utilities, Silicon Valley Power, and Truckee Donner Public Utility District. Based on the evaluation process and

interviews, two vendors were selected to provide energy efficiency audits, and two vendors were selected to provide energy efficiency audits and direct installation services.

ENVIRONMENTAL ANALYSIS:

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

COMMITTEE REVIEW:

Pending Legislative & Regulatory Affairs Committee review and approval during its regularly scheduled meeting on February 18, 2026.

Respectfully submitted,

RANDY S. HOWARD
General Manager

Attachments:
- Resolution 26-16
- Multi-Task Consulting Services Agreement with TRC Engineering Inc.

DRAFT

RESOLUTION 26-16

RESOLUTION OF THE NORTHERN CALIFORNIA POWER AGENCY APPROVING A MULTI-TASK CONSULTING SERVICES AGREEMENT WITH TRC ENGINEERS, INC.

(reference Staff Report #122:26)

WHEREAS, NCPA Members offer a variety of demand-side management (DSM) programs to their respective residential and non-residential customers, tailored to meet the needs of their individual communities, including both energy efficiency and building electrification programs; and

WHEREAS, certain Northern California Power Agency (NCPA) Members participating in the Customer Programs Working Groups have expressed an interest in contracts for energy efficiency audits and direct installation services ("Services") through the NCPA Support Services Program; and

WHEREAS, four vendors were selected to provide energy efficiency audits and direct installation services as a result of a Request for Proposal process in accordance with NCPA's procurement policies and procedures; and

WHEREAS, TRC Engineers, Inc. is an experienced and highly qualified provider of energy efficiency audits; and

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

NOW, THEREFORE BE IT RESOLVED, that the Commission of the Northern California Power Agency authorizes the General Manager or his designee to enter into said Multi-Task General Services Agreement, with any non-substantial changes as approved by the NCPA General Counsel, which shall not exceed $1,000,000 over five years, for use by NCPA, NCPA Members, SCPPA, and SCPPA Members.

PASSED, ADOPTED and APPROVED this ____ day of _____, 2026 by the following vote on roll call:

	Vote	Abstained	Absent
Alameda			
San Francisco BART			
Biggs			
Gridley			
Healdsburg			
Lodi			
Lompoc			
Palo Alto			
Port of Oakland			
Redding			
Roseville			
Santa Clara			
Shasta Lake			
Truckee Donner			
Ukiah			
Plumas-Sierra			

JAMES "BO" SHEPPARD
CHAIR

ATTEST:

CARRIE A. POLLO
ASSISTANT SECRETARY

MULTI-TASK
GENERAL SERVICES AGREEMENT BETWEEN
THE NORTHERN CALIFORNIA POWER AGENCY AND
TRC ENGINEERS, INC.

This Multi-Task General Services Agreement ("Agreement') is made by and between the Northern California Power Agency, a joint powers agency with its main office located at 651 Commerce Drive, Roseville, CA 95678-6420 ("Agency") and TRC Engineers, Inc., a corporation with its office located at 21 Griffin Road North, Windsor, CT 06095 ("Contractor") (together sometimes referred to as the "Parties") as of _____, 2026 ("Effective Date") in Roseville, California.

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

1.1 **Term of Agreement.** The term of this Agreement shall begin on the Effective Date and shall end when Contractor completes the Work, or no later than five (5) years from the date this Agreement was signed by Agency, whichever is shorter, unless terminated earlier in accordance with Section 8 ("Termination") below.

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

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

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

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

not respond within the seven-day period specified, then Contractor will have agreed to perform the Requested Work on the terms set forth in the Purchase Order, this Agreement and its Exhibits.

1.6 **Changes in Name, Ownership, or Control.** Contractor shall notify the Agency in writing of any change in name, ownership or control of Contractor's [proprietorship/partnership/corporation] or of any subcontractor. Change of ownership or control of Contractor's [proprietorship/partnership/corporation] shall require an amendment to the Agreement.

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

Section 4. **INSURANCE REQUIREMENTS.** Before beginning any Work under this Agreement, Contractor, at its sole cost and expense, shall procure and maintain the types and amounts of insurance listed below with insurance companies having an A.M. Best rating of A/VIII or better, or otherwise acceptable to Agency. Contractor and shall maintain the types and amount of insurance listed below for the period covered by this Agreement, unless otherwise specified below.

4.1 **All Policies Requirements.**

4.1.1 **Additional Insured.** Agency shall be included as additional insureds on each of the Contractor's policies except for Workers' Compensation and Professional Liability. The additional insured protection for the commercial general liability and umbrella/excess liability shall include both ongoing and completed operations coverage. Additional insured coverage shall not be limited to the minimum amounts of insurance required by written agreement and shall extend through the expiration of all applicable statutes of limitation and statutes of repose.

4.1.2 **Primary/Non-Contributory.** Contractor's insurance coverage shall be primary and any insurance or self-insurance of Agency shall be excess and non-contributory to Contractor's coverage.

4.1.3 **Severability of Interests.** All Contractor policies shall provide, or be endorsed to include, a severability of interests provision. There shall be no exclusion for cross liability.

4.1.4 **Deductibles.** Any deductibles or self-insured retentions in excess of $250,000 shall be subject to prior review and approval by Agency at Agency's sole discretion. If approved by Agency, such approval shall be in writing. Contractor is responsible for payment of all deductibles and self-insured retentions.

4.1.5 **Verification of coverage.** Prior to beginning any work under this Agreement, five (5) business days prior to insurance coverage renewals, and upon Agency's written request, Contractor shall provide Agency with (1) a Certificate of Insurance that demonstrates compliance with all applicable insurance provisions contained herein and (2) waiver of subrogation, additional insured and primary/non-contributory policy endorsements. Agency's review of coverage does not relieve Contractor of the requirements of Section 4.

The failure of Agency to identify any deficiencies in the certificate(s) or endorsement(s) provided by Contractor shall not be construed as acceptance of the noncompliant coverage nor a waiver of Contractor's obligation to maintain coverage compliant with the requirements set forth herein. Agency does not represent or warrant that coverage and limits will be adequate to protect Contractor from loss, and such coverage and limits required herein shall not be deemed a limitation on Contractor's liability under this Agreement. Agency has not waived, and is not estopped from asserting against Contractor, any claim or claims alleging Contractor's breach of any of its insurance procurement or maintenance obligations.

Furthermore, Contractor agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, Agency may either (i) immediately terminate this Agreement, or (ii) take out the necessary insurance and pay the premium(s) thereon at Contractor's expense. Agency reserves the right to obtain a full certified copy of any insurance policy endorsement. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

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

4.1.8 **Additional Certificates and Endorsements.** If Contractor performs Work for Agency members, SCPPA and/or SCPPA members pursuant to this Agreement, Contractor shall provide the certificates of insurance and policy endorsements, as referenced in Section 4.1.5, naming the specific Agency member, SCPPA and/or SCPPA member for which the Work is to be performed.

4.1.9 **Waiver of Subrogation.** Contractor agrees to waive, and shall cause all of its insurers and subcontractors to waive, all rights of subrogation and set-off against Agency. All insurance policies shall be endorsed to provide such waivers of subrogation.

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

4.3 **Workers' Compensation & Employer's Liability Insurance.** If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance in compliance with all applicable federal, state and local laws, regulations and statutes, for any and all persons employed directly or indirectly by Contractor. Contractor shall maintain Employer's Liability insurance with limits of not less than one million dollars ($1,000,000) for bodily injury by per accident, $1,000,000 for bodily injury by disease (each employee), $1,000,000 for bodily injury by disease (policy limit). When applicable, an alternate employer endorsement shall be endorsed to the Workers' Compensation coverage naming Agency as an alternate employer.

4.4 **Commercial General Liability Insurance.** Contractor shall maintain commercial general liability insurance with limits no less than $2,000,000 per occurrence, $2,000,000 in the aggregate written on an occurrence ISO Form CG 00 01 04 13, or other equivalent form acceptable to Agency. Aggregate limits shall apply on a per project or per location basis. Products-completed operations coverage shall apply through the expiration of all applicable statutes of limitation and statutes of repose. Such coverage shall include, with no sublimit or exclusion: broad form third party bodily injury, including death; broad form property damage, including loss of use thereof; premises & operations; contractual liability, including tort liability of another assumed in a written agreement; liability for work within 50 feet of a railroad or railroad right of way; independent contractors; sudden & accidental pollution liability; wildfire liability, including suppression costs; fire, explosion and underground damage (XCU coverage); and include defense coverage outside the limits.

4.5. **Business Automobile Liability.** Contractor shall maintain automobile liability insurance for all owned, non-owned, hired and leased vehicles, including loading and unloading, with limits no less than $2,000,000 combined single limit for bodily injury and property damage. Coverage shall be at least as broad as form CA 0001 (current edition). Coverage shall include pollution coverage on ISO Form CA 99 48, or its equivalent. If the work includes transportation hazardous waste, a compliant MCS-90 shall be endorsed.

4.6 **Umbrella/Excess Liability Insurance.** Contractor may use Umbrella or Excess policies to provide the coverage amounts required by this Agreement. Umbrella or Excess policies are acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The

Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability and/or Automobile insurance. No insurance policies maintained by the Agency, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

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

5.2 **Scope.** Contractor shall indemnify, defend with counsel reasonably acceptable to the Agency, and hold harmless the Agency, and its officials, commissioners, officers, employees, agents and volunteers from and against all losses, liabilities, claims, demands, suits, actions, damages, expenses, penalties, fines, injuries, taxes, costs (including without limitation costs and fees of litigation), judgments and causes of action of every nature arising out of or in connection with any acts or omissions by Contractor, its officers, officials, agents, and employees, except as caused by the sole or gross negligence of Agency. Notwithstanding, should this Agreement be construed as a construction agreement under Civil Code section 2783, then the exception referenced above shall also be for the active negligence of Agency. Contractor acknowledges that Agency would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect Agency as set forth herein.

5.3 **Offset Compensation.** Agency shall have the right to offset against any compensation due Contractor under this Agreement any amount due Agency from Contractor as a result of Contractor's failure to pay Agency promptly any indemnification arising under this Section 5 of this Agreement and any amount due Agency from Contractor arising from Contractor's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

Section 6. STATUS OF CONTRACTOR.

6.1 **Independent Contractor.** Contractor is an independent contractor and not an employee of Agency. Agency shall have the right to control Contractor only insofar as the results of Contractor's Work and assignment of personnel pursuant to Section 1; otherwise, Agency shall not have the right to control the means by which Contractor accomplishes Work rendered pursuant to this Agreement. Notwithstanding any other Agency, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or

become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Agency, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Agency and entitlement to any contribution to be paid by Agency for employer contributions and/or employee contributions for PERS benefits.

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

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

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

6.2 **Contractor Not Agent.** Except as Agency may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind Agency to any debt, obligation or liability whatsoever. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner agents or employees of Agency.

6.3 **Assignment and Subcontracting.** This Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique professional competence, experience, and specialized professional knowledge. A substantial inducement to Agency for entering into this Agreement was and is the personal reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Agency. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors identified in Exhibit A, without prior written approval of the Agency. Where written approval is granted by the Agency, Contractor shall supervise all work subcontracted by Contractor in performing the Work and shall be responsible for all work performed by a subcontractor as if Contractor itself

had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Work and Contractor is obligated to ensure that any and all subcontractors performing any Work shall be fully insured in all respects and to the same extent as set forth under Section 4, to Agency's satisfaction. Contractor shall be liable and accountable for all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. Agency shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

Section 7. LEGAL REQUIREMENTS.

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

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

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

7.4 **Monitoring by Department of Industrial Relations.** Not applicable to performance of energy efficiency and building electrification audits.

7.5 **Registration with Labor Commissioner's Office.** Not applicable to performance of energy efficiency and building electrification audits.

7.6 **Registration with DIR.** Not applicable to performance of energy efficiency and building electrification audits.

7.7 **Prevailing Wage Law.** Not applicable to performance of energy efficiency and building electrification audits.

7.7.1 **Payment of Prevailing Wages.** Not applicable to performance of energy efficiency and building electrification audits.

7.7.2 **Forfeiture.** Not applicable to performance of energy efficiency and building electrification audits.

7.7.3 **Apprentices.** Not applicable to performance of energy efficiency and building electrification audits.

Section 8. TERMINATION AND MODIFICATION.

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

In the event of termination, Contractor shall be entitled to compensation for Work satisfactorily completed as of the effective date of termination; Agency, however, may condition payment of such compensation upon Contractor delivering to Agency any or all records or documents (as referenced in Section 9.1 hereof). In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

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

8.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Agency and Contractor and pertaining to the handling and non-disclosure of confidential information shall survive the termination of this Agreement unless specifically provided otherwise in this Agreement.

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

8.4.1 Immediately terminate the Agreement;

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

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

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

Section 9. RECORDS, CONFIDENTIALITY, SECURITY AND NOTIFICATION.

9.1 Keeping and Status of Records.

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

termination of the Agreement. Agency and Contractor agree that, unless approved by Agency in writing, Contractor shall not release to any non-parties to this Agreement any data, plans, specifications, reports and other documents. Furthermore, Contractor shall not use Agency Records for any purpose other than to facilitate this Agreement.

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

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

9.2 **Confidential Information and Disclosure.**

9.2.1 **Confidential Information.** The term "Confidential Information", as used herein, shall mean any and all confidential, dam safety, Critical Energy/Electrical Infrastructure Information (CEII)[1], proprietary, proprietary, or trade secret information, whether written, recorded, electronic, oral or otherwise, where the Confidential Information is made available in a tangible medium of expression and marked in a prominent location as confidential, proprietary and/or trade secret information. "Confidential Information" also includes all data, documents, discussion, or other information developed or received by Contractor for performance

[1] CEII is specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that:

1. Relates details about the production, generation, transmission, or distribution of energy;
2. Could be useful to a person planning an attack on critical infrastructure;
3. Is exempt from mandatory disclosure under the Freedom of Information Act; and
4. Gives strategic information beyond the location of the critical infrastructure.

Critical energy/electric infrastructure means a system or asset of the bulk-power system, (physical or virtual) the incapacity or destruction of which would negatively affect:

- national security,
- economic security,
- public health or safety, or
- any combination of such matters.

(Critical Energy/Electric Infrastructure Information (CEII) | Federal Energy Regulatory Commission (ferc.gov),

of this Agreement, including but not limited to payroll, personnel, and other private information.

Confidential Information shall not include information that: (a) was already known to the Receiving Party or is otherwise a matter of public knowledge, (b) was disclosed to Receiving Party by a third party without violating any confidentiality agreement, (c) was independently developed by Receiving Party without reverse engineering, as evidenced by written records thereof, or (d) was not marked as Confidential Information in accordance with this section.

9.2.2 **Restricted Use of Confidential Information.** A party shall not use Confidential Information for any purpose other than to facilitate this Agreement

9.2.3 **Non-Disclosure of Confidential Information.** During the term of this Agreement, either party may disclose (the "Disclosing Party") Confidential Information to the other party (the "Receiving Party"). The Receiving Party: (a) shall hold the Disclosing Party's Confidential Information in confidence and with the same degree of care it uses to protect its own confidential information, but in no event using less than a reasonable standard of care; (b) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order to facilitate the Agreement,; and (c) shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Confidential Information.

9.2.4 **Permitted Disclosure.** Notwithstanding the foregoing, the following disclosures of Confidential Information are allowed. Receiving Party shall endeavor to provide prior written notice to Disclosing Party of any permitted disclosure made pursuant to Section 9.2.4.2 or 9.2.4.3. Disclosing Party may seek a protective order, including without limitation, a temporary restraining order to prevent or contest such permitted disclosure; provided, however, that Disclosing Party shall seek such remedies at its sole expense. Neither party shall have any liability for such permitted disclosures:

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

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

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

9.2.5 **Handling of Confidential Information.** Upon conclusion or termination of the Agreement, Receiving Party shall return to Disclosing Party or

destroy Confidential Information (including all copies thereof). Notwithstanding the foregoing, the Receiving Party may retain copies of such Confidential Information, subject to the confidentiality provisions of this Agreement in files of Receiving Party's representatives where such copies are necessary to comply with applicable law.

9.2.6 Unauthorized Disclosure.

9.2.6.1 Security Breach. Security Breach means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of Agency Records or Agency Confidential Information or (b) security breach (or substantially similar term) as defined with applicable law.

9.2.6.2 Action Upon Unauthorized Disclosure. If either party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any timeframe required by applicable law unless legally prohibited from doing so. Each party will reasonably assist the other party in mitigating or remediating any potential damage where appropriate, including but not limited to providing any notice and relief statutorily required for Agency or Contractor under Civil Code section 1798.29 or other applicable law. Each party shall bear the costs of such remediation, mitigation, notice and/or relief to the extent the breach or security incident was caused by it or if such part is the recipient of the Security Breach. As soon as reasonably practicable after any such Security Breach, Agency and Contractor will consult in good faith regarding the root cause analysis and any remediation efforts.

Section 10. PROJECT SITE.

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

10.2 Contractor's Equipment, Tools, Supplies and Materials. Contractor shall be solely responsible for the transportation, loading and unloading, and storage of any equipment, tools, supplies or materials required for performing the Work, whether owned, leased or rented. Neither Agency nor, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4, will be responsible for any such equipment, supplies or materials which may be lost,

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

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

Section 11. WARRANTY.

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

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

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

Section 12. **HEALTH AND SAFETY PROGRAMS.** The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall

include all requisite components of such a program under Federal, State and local regulations and shall comply with all site programs established by Agency and, if applicable, the entity for which Contractor is performing the Work, as referenced in Section 1.4.

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

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

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

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

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

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

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

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

12.9 Contractor shall, at the sole option of the Agency, develop and provide to the Agency a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including

regulatory agencies and spill sampling and analysis procedures. Hazardous Materials shall include diesel fuel used for trucks owned or leased by the Contractor.

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

Section 13. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

Contractor represents that it has advised Agency in writing prior to the date of signing this Agreement of any known relationships with third parties, Agency members, or employees of Agency which would (1) present a conflict of interest

with the rendering of services under this Agreement under Government Code Section 1090 *et seq.*, the Political Reform Act (Government Code Section 81000 *et seq.)*, or other applicable law, (2) prevent Contractor from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

13.7 **Contract Administrator.** This Agreement shall be administered by Jane Cirrincione, Assistant General Manager, or her designee, ("Contract Administrator") who shall act as the Agency's representative. All correspondence shall be directed to or through the representative. Agency reserves the right to change this designation upon written notice to Contractor.

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

Cris Timmons
Senior Contract Manager
TRC Engineers, Inc.
21 Griffin Road North
Windsor, CT 06095
ctimmons@trccompanies.com

Any written notice to Agency shall be sent to:

Randy S. Howard
General Manager
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678
randy.howard@ncpa.com

With a copy to:

Jane E. Luckhardt
General Counsel
Northern California Power Agency
651 Commerce Drive
Roseville, CA 95678
jane.luckhardt@ncpa.com

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

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

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

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

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

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

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

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

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

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

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

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

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

13.16 **Nondiscrimination.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

13.17 **Force Majeure.** Except with respect to payment delays exceeding five business days, neither party shall incur any liability to the other party by reason of failure to fulfill, or any delay in fulfilling, any of its obligations under this Agreement due to the occurrence of Force Majeure. "Force Majeure" means any foreseeable or unforeseeable event beyond the reasonable control of a party, including, but not limited to, weather conditions, fire, third party strikes or cessation or slowdown or stoppage of labor, acts or omissions of a third party (except as otherwise provided in this Agreement), sabotage, cyber-attack, shipwreck, embargo, riot, war (declared or undeclared), terrorist act, enemy action, flood, epidemic, pandemic (including the current COVID-19/SARS-CoV-2 pandemic), so long as delays occur after product is in transit, delays due to transportation or logistics or laws, regulations, orders, rulings or acts of any governmental authority, body or agency. If any delay (other than a payment delay wherein five days are provided to resolve the Force Majeure event) arises by reason of Force Majeure, the time for performance shall be extended by a period of time equal to the time lost due to such delay. Both parties shall take reasonable action to remove such cause and resume performance as soon as possible. The party affected by an event of

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Force Majeure shall give the other party written notice within a reasonable time after becoming aware of the commencement of the delay. If a delay caused by Force Majeure exceeds 180 days, either party may terminate this Agreement by providing written notice to the other party.

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

NORTHERN CALIFORNIA POWER AGENCY	TRC ENGINEERS, INC.
Date_____	Date_____
_____	_____
RANDY S. HOWARD **GENERAL MANAGER**	**PAUL DAVID** **VICE PRESIDENT**

Attest:

_____
Assistant Secretary of the Commission

Approved as to Form:

_____
Jane E. Luckhardt, General Counsel

DRAFT

EXHIBIT A

SCOPE OF WORK

Contractor shall provide the following Work as requested by the Northern California Power Agency (Agency) at any facilities owned or operated by the Agency, NCPA Members, Southern California Public Power Authority (SCPPA) or SCPPA Members, as follows:

Energy Efficiency and Building Electrification Audits for Large Multi-Family, Commercial, and Industrial Facilities.

As part of the audits, TRC will identify key areas of the facility that are wasting energy and educate the customer through meetings and detailed reports about their energy use, how to improve their efficiency, and options for electrifying their facility. Energy audits may also include opportunities for on-site renewable solar energy generation, battery storage systems, fuel cells, and electric vehicle (EV) charging stations.

The following types of Audits may be conducted:

- **ASHRAE Level I Audit.** An ASHRAE Level I audit involves a review of facility utility bills and other operating data. It also includes a walk-through of the facility to become familiar with the building operation and identify areas of energy waste or inefficiency. The audit focuses on equipment consuming a large amount of electricity or issues important to facility staff. Typically, this level of audit uncovers only major problem areas, operations and maintenance measures, and capital measures. The report will briefly describe corrective measures to the customer and provide quick estimates of implementation cost, potential operating cost savings, and simple payback periods. This level of detail helps prioritize energy efficiency projects and can identify the need for a more detailed audit. Following the preliminary audit, TRC will review recommendations with the applicant to determine if they should move forward with a comprehensive or targeted study or proceed with a project.

- **ASHRAE Level II Audit.** A comprehensive ASHRAE Level II audit includes a detailed analysis of utility bills, in-depth facility inspection, breakdown of energy use at the facility identifying specific end-uses, and screening for energy storage. Results inform recommendations for implementation cost, savings, and payback through quantitative analysis. For these audits, the analysis includes energy modeling (for complex or interactive energy-efficient measures) and bin analysis (for discrete measures). This comprehensive energy audit is sufficient for developing most energy projects consisting of lighting and controls measures, basic HVAC measures, and motor upgrades (e.g., variable frequency drive applications), among other energy efficiency measures or renewable projects.

- **ASHRAE Level III Audit.** An ASHRAE Level III audit, also known as the *investment-grade* audit, centers on the details of large capital energy projects identified because of previous, simpler audits. For these audits, TRC gathers even more detailed data from field equipment, take extensive test measurements (which may include spot measurements and short-term energy monitoring), and assess possible risks. The engineering and economic analysis produce reliable estimates of project energy savings and financial performance, providing the high confidence needed for major capital projects. This type of audit is necessary for large-scale energy projects where many components are being considered, such as major upgrades, redesigns of HVAC systems, additions of energy management systems, or major changes or additions to building structures.

- **Electrification Audit.** Converting fossil fuel loads to clean efficient electrical loads requires understanding of the existing loads, alternative methods to serve the load, and an understanding of the infrastructure required to power new equipment. A full building electrification audit involves a review of facility utility service entrance and transformers, main service board, distribution panels and subpanels, breakers, and building wiring. For these audits, the analysis includes iterating between the new load and the electrical infrastructure requirements to identify the most cost-effective solution. TRC has a comprehensive electrical capacity analysis tool to estimate the future electrical demand of replacing existing systems with alternatives. The tool estimates whether the existing infrastructure (transformer, main panel, sub panel, wiring, breakers) are sufficient to accommodate the new loads. Audit results are provided in an electrification road map report.

Energy audits typically include the following steps:

1. Audit Kickoff
2. Utility Review and Benchmarking
3. Data Collection
4. Analysis based on ASHRAE procedures and standards
5. Project Identification and Engineering Analysis
    a. Determination of calculation methodology
    b. Preliminary annual energy savings calculations for potential measures appropriate for the audited facility
6. Audit Preparation
7. Audit Report Development

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

EXHIBIT B

COMPENSATION SCHEDULE AND HOURLY FEES

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

Table 1. Hourly Pricing for Time and Materials Budgeting

Labor Category	FY26 Rate	FY27 Rate	FY28 Rate	FY29 Rate	FY30 Rate
Director II	$315	$328	$341	$354	$369
Director I	$250	$260	$270	$281	$292
Project Engineer V	$225	$234	$243	$253	$263
Project Engineer IV	$200	$208	$216	$225	$234
Project Manager I	$180	$187	$195	$202	$211
Project Engineer III	$160	$166	$173	$180	$187
Project Engineer II	$140	$146	$151	$157	$164
Project Engineer I	$120	$125	$130	$135	$140

Table 2. Estimated Hours for Audits

Audit Tasks	ASHRAE Level 1	ASHRAE Level 2	ASHRAE Level 3
Preliminary Analysis	4	4	TBD
On-Site Prep and Investigation	6	8	TBD
Analysis (Energy, GHG, Financial)	8	16	TBD
QA/QC	6	8	TBD
Management	4	6	TBD
Total	**38**	**58**	**TBD**
Panel Level Electrification Review	n/a	16	TBD

NOTES:

- As a public agency, NCPA shall not reimburse Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service. In addition, NCPA policies prohibit reimbursement for alcohol.
- NCPA does not pay for clerical, accounting, managerial, or other types of related overhead expenses.