



BOARD OF DIRECTORS REGULAR MEETING **REVISED AGENDA**

Wharfinger Building, Bay Room (downstairs)
1 Marina Way, Eureka, CA 95501

September 26, 2024
Thursday, 3:30 p.m.

Any member of the public needing special accommodation to participate in this meeting or access the meeting materials should email LTaketa@redwoodenergy.org or call (707) 269-1700 at least 3 business days before the meeting. Assistive listening devices are available.

Pursuant to Government Code section 54957.5, all writings or documents relating to any item on this agenda which have been provided to a majority of the Board, including those received less than 72 hours prior to the Committee's meeting, will be made available to the public at www.RedwoodEnergy.org.

NOTE: Speakers wishing to distribute materials to the Board at the meeting, please provide 13 copies to the Board Clerk.

THIS IS A HYBRID IN-PERSON AND VIRTUAL MEETING.

The RCEA Board of Directors holds in-person hybrid meetings. When attending, please socially distance as much as possible and be courteous to those who choose to wear a mask.

To participate in the meeting online, go to <https://us02web.zoom.us/j/81972368051>. **To participate by phone**, call (669) 900-6833 or (253) 215-8782. Enter webinar ID: 819 7236 8051.

To make a comment during the public comment periods, raise your hand in the online Zoom webinar, or press star (*) 9 on your phone to raise your hand. You will continue to hear the meeting while you wait. When it is your turn to speak, a staff member will prompt you to unmute your phone or computer. You will have 3 minutes to speak.

You may submit written public comment by email to PublicComment@redwoodenergy.org. **Please identify the agenda item number in the subject line.** Comments will be included in the meeting record but not read aloud during the meeting.

While downloading the Zoom application may provide a better meeting experience, Zoom does not need to be installed on your computer to participate. After clicking the webinar link above, click "start from your browser."

OPEN SESSION Call to Order

1. ROLL CALL - REMOTE DIRECTOR PARTICIPATION

- 1.1. Approve teleconference participation request for this meeting by Director pursuant to Brown Act revisions of AB 2449 due to an emergency circumstance to be briefly described.

2. REPORTS FROM MEMBER ENTITIES

3. ORAL AND WRITTEN COMMUNICATIONS

This time is provided for people to address the Board or submit written communications on matters not on the agenda. At the conclusion of all oral communications, the Board may respond to statements. Any request that requires Board action will be set by the Board for a future agenda or referred to staff.

4. CONSENT CALENDAR

All matters on the Consent Calendar are considered to be routine by the Board and are enacted in one motion. There is no separate discussion of any of these items. If discussion is required, that item is removed from the Consent Calendar and considered separately. At the end of the reading of the Consent Calendar, Board members or members of the public can request that an item be removed for separate discussion.

- 4.1 Approve Minutes of August 22, 2024, Board Meeting.
- 4.2 Approve Disbursements Report.
- 4.3 Accept Financial Reports.
- 4.4 Approve Resolution 2024-10, Approving and Attesting to the Veracity of the 2023 Power Source Disclosure Report.
- 4.5 Adopt Resolution 2024-11 adopting a Procurement Policy, Investment Policy and amending the Financial Management Policy.
- 4.6 Approve Resolution 2024-12 Approving the Form of and Authorizing the Execution of the First Amendment to the Resource Adequacy Agreement with the Regents of the University of California.
- 4.7 Approve Resolution 2024-13 Approving the Form of and Authorizing the Execution of the Second Amendment to the North Coast Highway Solar 1 Power Purchase Agreement and the Second Amendment to the North Coast Highway Solar 2 Power Purchase Agreement Reducing Delay Damages Rates for the Feed-In Tariff Projects.
- 4.8 For the North Coast Plug-In Electric Vehicle Charging Network Phase 2 Construction Contract Award:
 1. Determine that the Hooven & Reese and A.T.C. bids are responsive to IFB-24-505.
 2. Reject the bid protest submitted by ACGC, inc. on September 20, 2024.
 3. Award a contract for the installation of electric vehicle charging stations for the RCEA North Coast Plug-In Electric Vehicle Charging Network Expansion Project to Hooven & Reese Inc. in the amount of \$142,414.30 for the McKinleyville and Arcata sites; and authorize the Executive Director to execute all applicable documents subject to RCEA General Counsel review.

5. REMOVED FROM CONSENT CALENDAR ITEMS

Items removed from the Consent Calendar will be heard under this section.

COMMUNITY CHOICE ENERGY (CCE) BUSINESS (Confirm CCE Quorum)

Items under this section of the agenda relate to CCE-specific business matters that fall under RCEA's CCE voting provisions, with only CCE-participating jurisdictions voting on these matters with weighted voting as established in the RCEA joint powers agreement.

6. OLD CCE BUSINESS – None.

7. NEW CCE BUSINESS

7.1. Interconnection Process Enhancements Request for Information

Authorize issuance of the Request for Information for CAISO Queue Cluster 15 Resources in accordance with the terms and conditions of the attached RFI Protocol and Commercial Interest Exclusivity Agreement.

7.2. Statewide Allocation of Carbon-Free Attributes from Diablo Canyon Nuclear Power Plant

Direct staff on whether to accept the nuclear allocation, making a short-term exception to the RCEA Energy Risk Management Policy's prohibition on nuclear power procurement, as allowed for in the Energy Risk Management Policy.

Provide guidance on strategic use of the nuclear allocation as a tool for cost savings or greenhouse reductions, should the Board elect to accept the allocation.

Direct staff to report back to the Board with options for Policy Platform updates related to nuclear energy.

END OF COMMUNITY CHOICE ENERGY (CCE) BUSINESS

8. OLD BUSINESS – None.

9. NEW BUSINESS

9.1 Rural Regional Energy Network North Administrative Actions – Administrative Consultant Contract and Termination of Previous RuralREN Memoranda of Understanding

1. Award a contract with Frontier Energy for RuralREN North Administrative Services for a term of 2024-2027 and a not-to-exceed amount of \$1,200,265 and Authorize the Interim Executive Director to execute all applicable documents subject to RCEA General Counsel review.

2. Authorize the Interim Executive Director to execute all documents to terminate the original RuralREN agreements subject to RCEA General Counsel review.

9.2 Addition and Reclassification of Staff Positions

Approve:

1. Addition of an TERAS Project Analyst position,
2. Unfreezing a DSM Manager Position and Reclassify as DSM Technician contingent on final approval of RuralREN North by the CPUC,
3. Unfreezing a DSM Specialist Position and Reclassify as DSM Coordinator contingent on final approval of RuralREN North by the CPUC,
4. Reclassifying Power Resource Specialist to Power Resource Analyst,
5. RCEA Organization Chart with approved changes.

10. STAFF REPORTS

10.1 Interim Executive Director's Report

11. FUTURE AGENDA ITEMS

Any request that requires Board action will be set by the Board for a future agenda or referred to staff.

12. CLOSED SESSION

- 12.1. Public Employment, pursuant to Government Code Section 54957: Executive Director recruitment.

13. RECONVENE TO OPEN SESSION

14. CLOSED SESSION REPORT

15. ADJOURNMENT

NEXT REGULAR MEETING

Thursday, October 24, 2024, 3:30 p.m.

Wharfinger Building downstairs Bay Room, 1 Marina Way, Eureka, CA 95501

Online and phone participation will also be possible via Zoom.



STAFF REPORT
Agenda Item # 1.1

AGENDA DATE:	September 26, 2024
TO:	RCEA Board of Directors
FROM:	Eileen Verbeck, Interim Executive Director
SUBJECT:	Member Teleconference Participation

BACKGROUND

Since emergency Brown Act meeting law changes went into effect in 2020 due to the COVID-19 public health emergency, the RCEA Board of Directors, Community Advisory Committee (CAC) and the subcommittees of those bodies met online with no physical, public meeting location. Governor Newsom signed AB 361 into law in September 2021, which allowed these bodies to continue meeting completely virtually without publishing each member's participation location while the COVID state of emergency continued and state or local officials recommended social distancing measures or the RCEA Board determined that meeting in person posed health and safety risks.

The COVID-19 State of Emergency ended on February 28, 2023, and RCEA Board and CAC meetings returned to meeting in-person at a physical location, with allowances under existing Brown Act rules or new AB 2449 Brown Act rules should a Board or CAC member need to participate from a remote location for certain reasons. If another state of emergency is declared, these bodies may be able to return to completely remote meetings.

SUMMARY

RCEA Board Directors may attend up to two meetings per year from a remote location without making the location accessible to the public for the following reasons:

1. "Just cause"
 - a. To provide childcare or caregiving need to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner;
 - b. Due to a contagious illness that prevents the member from attending in-person;
 - c. Due to a need related to a physical or mental disability as defined in Government Code sections 12926 and 12926.1 not otherwise accommodated; and
 - d. Due to travel while on official business of the legislative body or another state or local agency.
2. "Emergency circumstance" due to a physical or family medical emergency that prevents the member from attending in person.

If a Board Director would like to attend the meeting remotely due to an emergency circumstance, the Board will take action by majority vote to approve the Director's remote participation. A vote is not necessary for a request to attend remotely for just cause. A brief

description, protecting the Director's (or Director's family member's) medical privacy, needs to be provided in both cases.

The remotely participating Board Director needs to publicly disclose at the meeting before any action (vote) is taken, whether anyone 18 years of age or older is present in the room at the remote location with the Director, and the general nature of the individual's relationship with the Director.

If the Board Director anticipates needing to participate remotely for more than 2 meetings per year, staff recommends arranging for a publicly and ADA accessible space with visual and audio meeting capabilities from which to participate.

Staff asks to be notified one-week in advance, if possible, of remote meeting attendance so the Director's publicly and ADA accessible remote meeting address can be published in the agenda, if required per Brown Act open meeting laws.

Current Remote Participation Requests

As of the writing of this staff report, there have been no remote director participation for "just cause" or "emergency circumstances" requests.

RECOMMENDED ACTION (if needed)

Approve teleconference participation request for this meeting by Director pursuant to Brown Act revisions of AB 2449 due to an emergency circumstance to be briefly described.



Redwood Coast Energy Authority
633 3rd Street, Eureka, CA 95501
Phone: (707) 269-1700 Toll-Free (800) 931-7232 Fax: (707) 269-1777
E-mail: info@redwoodenergy.org Web: www.redwoodenergy.org

BOARD OF DIRECTORS DRAFT MEETING MINUTES

**Wharfinger Building, Bay Room
1 Marina Way, Eureka, CA 95501**

**August 22, 2024
Thursday, 3:30 p.m.**

Vice Chair Scott Bauer called a regular meeting of the Board of Directors of the Redwood Coast Energy Authority to order on the above date at 3:33 p.m. Notice of this meeting was posted on August 16, 2024.

PRESENT: Natalie Arroyo, Vice Chair Scott Bauer, Skip Jorgensen, Elise Scafani, Jack Tuttle, Frank Wilson, Sheri Woo. ABSENT: Kris Mobley, Frankie Myers, Jason Ramos, Chair Sarah Schaefer.

STAFF AND OTHERS PRESENT: Regulatory and Legislative Policy Manager Faith Carlson, Finance Specialist Ronnie Chaussé, Power Resources Director Richard Engel, Senior Power Resources Manager Jocelyn Gwynn, The Energy Authority (TEA) California Account Director Jaclyn Harr, Human Resources Manager Kristy Siino, Board Clerk Lori Taketa, Interim Executive Director Eileen Verbeck. Closed session: Tripepi Smith Director Christine Martin.

REPORTS FROM MEMBER ENTITIES

Director Tuttle reported that Swell Energy is no longer operating in Humboldt County.

ORAL AND WRITTEN COMMUNICATIONS

California Forest Pest Council Chair Danielle Lindler submitted a comment supporting RCEA's biomass power procurement.

Member of the public Sharon Kramer submitted a comment supporting microgrids designed for sheep co-grazing.

Member of the public Ken Miller submitted an article opposing the state's net-energy metering program changes and supporting residential solar and distributed energy generation.

CONSENT CALENDAR

- 4.1 Approve Minutes of June 27, 2024, Board Meeting.
- 4.2 Approve Disbursements Reports.
- 4.3 Accept Financial Reports.
- 4.4 Accept Quarterly Budget Report for Fiscal Year 2023-2024 Q4.
- 4.5 Authorize the Executive Director to Execute Amendment No. 4 to the Agreement for Professional Services with Aiqueous for Demand-Side Management Database Operation Services to Extend Services through June 2025 for a Total Amended Budget of \$373,950.

- 4.6 Adopt Resolution 2024-09 of the Redwood Coast Energy Authority Authorizing Access to Summary Criminal History Information for Employment, Licensing or Certification Purposes.
- 4.7 Approve Revised Community Advisory Committee Charter.
- 4.8 Appoint Benjamin Fordham to the Community Advisory Committee County 3 Seat for a Term Ending on March 31, 2026.

Director Woo requested item 4.8 be pulled from the Consent Calendar.

M/S: Arroyo, Woo: Approve the Consent Calendar with the exception of item 4.8.

The motion passed with a unanimous vote. Ayes: Arroyo, Bauer, Jorgensen, Scafani, Tuttle, Wilson, Woo. Noes: None. Absent: Mobley, Myers, Ramos, Schaefer, Abstain: None.

ITEMS REMOVED FROM CONSENT CALENDAR

4.8 Community Advisory Committee County 3 Seat Appointment

CAC candidate Benjamin Fordham introduced himself and described his energy-related experience. There was no public comment on this item.

M/S: Woo, Arroyo: Appoint Benjamin Fordham to the Community Advisory Committee County 3 Seat for a Term Ending on March 31, 2026.

The motion passed with a unanimous vote. Ayes: Arroyo, Bauer, Jorgensen, Scafani, Tuttle, Wilson, Woo. Noes: None. Absent: Mobley, Myers, Ramos, Schaefer, Abstain: None.

OLD CCE BUSINESS

6.1. Energy Risk Management Quarterly Report

TEA's California Account Director Harr reported that California's renewable energy and energy storage resource development efforts successfully addressed this summer's electricity needs so far. As the CPUC determines how the new Slice of Day Resource Adequacy procurement requirement is to be implemented, it appears RCEA may pay for the higher reliability requirements incrementally. The previous cash reserve forecast's extreme drop has been more evenly redistributed, but still results in a decreased reserve building rate. The Diablo Canyon nuclear power plant's retirement has been postponed to 2030 and all California load serving entities (LSEs) are being offered portions of the plant's carbon free renewable energy credit allocation. LSEs' customers must help pay for the plant's operating cost via the Power Charge Indifference Adjustment on their electric bills regardless of whether the LSE accepts these credits. The plant will not increase its energy production.

The directors discussed RCEA's current prohibition of long-term nuclear procurement, the problem of safe nuclear waste storage, and how the renewable certificates will affect the program's procurement portfolio, the agency's bottom line and future nuclear plant development. The directors will discuss accepting the nuclear allocation at their next meeting. There was no public comment on this item.

M/S: Arroyo, Scafani: Accept Energy Risk Management Quarterly Report and 2024 California Summer Market Conditions Assessment.

The motion passed with a unanimous vote. Ayes: Arroyo, Bauer, Jorgensen, Scafani, Tuttle, Wilson. Noes: None. Absent: Mobley, Myers, Ramos, Schaefer, Abstain: None. Non-Voting: Woo.

6.2. Feed-In Tariff Redesign

Senior Power Resources Manager Gwynn described RCEA's feed-in tariff program which offers above-market pricing and a streamlined application and agreement process for developers of local renewable energy projects of up to 1 MW. Of six projects enrolled in the program after the 2019 program launch, only the two North Coast Highway Solar projects remain under contract due to pandemic-driven changes. Staff hope to revive the stalled Hatchery Road projects with the same developers and recognize the need to update FIT program terms to attract new projects. Staff proposed increasing project capacity to up to 5 MW, requiring battery storage pairing and ability to provide resource adequacy for projects larger than 1 MW, and increasing pricing including higher payment for energy delivered during the grid's peak demand hours.

The directors discussed how waste digester projects may participate in the FIT program. There was no public comment on this item.

M/S: Jorgensen, Arroyo:

- 1. Authorize issuance of the redesigned Feed-In Tariff Program with terms and conditions consistent with the revised Tariff Schedule and Power Purchase Agreement.**
- 2. Authorize the Executive Director to approve administrative revisions to the Feed-In Tariff Schedule and Power Purchase Agreement, in consultation with legal counsel in the instance of the power Purchase Agreement, on condition that the revisions do not fundamentally change the terms and conditions of the program or measurably increase risk exposure for RCEA.**

The motion passed with a unanimous vote. Ayes: Arroyo, Bauer, Jorgensen, Scafani, Tuttle, Wilson. Noes: None. Absent: Mobley, Myers, Ramos, Schaefer, Abstain: None. Non-Voting: Woo.

OLD BUSINESS

8.1 Tumbleweed Long Duration Energy Storage Amendment

Power Resources Director Engel described the proposed amendment to the long-duration storage agreement between Rev Renewables and California Community Power, a joint powers authority to which RCEA belongs. The developer requested a price increase due to higher equipment costs and potential tariff changes for batteries manufactured in China. Under the most negative conditions, RCEA would pay an additional \$2.5 million over the contract's 15-year term. A more likely scenario is that RCEA will pay \$1.5 million more over that period. If RCEA chose to leave the contract, the agency would need to find a

replacement buyer or face paying the contracted price without receiving any long-duration storage development credit.

The directors discussed whether the agency would realize any financial gain from this amendment, and the reason RCEA entered this agreement, which was to comply with the CPUC Mid-Term Reliability procurement mandate. There was no public comment.

M/S: Arroyo, Jorgensen: Authorize RCEA’s continued participation in the Tumbleweed Energy Storage Services Agreement under the terms of the Second Amendment.

The motion passed with a unanimous vote. Ayes: Arroyo, Bauer, Jorgensen, Scafani, Tuttle, Wilson, Woo. Noes: None. Absent: Mobley, Myers, Ramos, Schaefer, Abstain: None.

STAFF REPORTS

10.1 Interim Executive Director’s Report (Information only)

Interim Executive Director Verbeck reported that the Fairhaven battery storage resource adequacy contract was terminated after CAISO informed the project developer that its grid interconnection would be delayed several years due to prolonged inactivity of the biomass plant that previously made use of the site’s grid connection. RCEA and Swell terminated the behind-the-meter battery storage partnership and Swell no longer supports Humboldt County Self-Generation Incentive Program (SGIP) participants. Another company may step in to offer SGIP services. The Humboldt County Regional Climate Action Plan is ready for public comment. A public meeting will be held on September 10. The Department of Energy will negotiate the Tribal Energy Resilience and Sovereignty grant award agreement prior to a potential administration change. Ms. Verbeck shared photos of workers installing photovoltaic panels at the Sandrini solar project site. A CPUC Administrative Law Judge issued a proposed decision to split the Rural Regional Energy Network into distinct North and Central Regional Energy Networks (RENs), with RCEA to lead the Rural REN North. The proposed Rural REN North funding was \$33.1 million over three years, slightly more than requested in the group’s petition. After the comment period ends on September 10, and a reply period, the CPUC could vote on the project as early as September 26. There was no public comment on this item.

CLOSED SESSION

12.1 Public Employment, pursuant to Government Code Section 54957: Executive Director recruitment.

There was no public comment on the closed session agenda item. The Directors convened in closed session at 5:03 p.m. and reconvened in open session at 6:09 p.m. Vice Chair Bauer stated there was no closed session report and adjourned the meeting at 6:10 p.m.

Lori Taketa
Board Clerk

Redwood Coast Energy Authority Disbursements Report As of July 31, 2024

Type	Date	Num	Name	Memo	Amount
Check	07/03/2024	18423	CCE Customer	CCE Equipment Rebate - Res 240604-2109	-400.00
Check	07/03/2024	18424	CCE Customer	CCE Heat Pump Rebate - Res 240327-2003	-1,875.00
Check	07/03/2024	18425	CCE Customer	CCE Heat Pump Rebate - Res 240603-2108	-700.00
Check	07/03/2024	18426	CCE Customer	CCE Heat Pump Rebate - Res 240425-2041	-600.00
Check	07/03/2024	18427	CCE Customer	CCE Heat Pump Rebate - Res 240425-2040	-600.00
Check	07/03/2024	18428	CCE Customer	Res EV rebate #EV14	-2,000.00
Bill Pmt -Check	07/03/2024	18429	Donald Dame	CCE Consulting services- June 2024	-262.50
Bill Pmt -Check	07/03/2024	18430	Engel, R.	June 2023 Mileage Reimb	-115.24
Bill Pmt -Check	07/03/2024	18431	Frontier Energy, Inc.	PA Program Consulting - May 2024	-516.00
Bill Pmt -Check	07/03/2024	18432	Hilson, D.	Mileage reimbursement - June 2024	-172.26
Bill Pmt -Check	07/03/2024	18433	Kullmann, S.	CCEC Forum, Lodging & Taxi	-678.85
Bill Pmt -Check	07/03/2024	18434	Quest	VEEAM O365 Backup 1 yr for 47 users	-991.00
Bill Pmt -Check	07/03/2024	18435	Revolution Bicycles	June 2024: 1 E-Bike Voucher	-500.00
Bill Pmt -Check	07/03/2024	18436	Rodriguez, Louis	Mileage reimbursement - June 2024	-34.84
Bill Pmt -Check	07/03/2024	18437	Taketa, L.	Mileage Reimb & Employee Reimb - June	-39.26
Bill Pmt -Check	07/03/2024	18438	Times Printing Company	Envelopes for Late Notice letters	-389.59
Liability Check	07/05/2024	ACH	Ascensus	Paydate 07/05/2024	-12,209.97
Liability Check	07/05/2024	ACH	Ascensus	Paydate 07/05/2024	-11,570.63
Liability Check	07/05/2024	ACH	EDD	Paydate 07/05/2024	-7,665.59
Liability Check	07/05/2024	ACH	Internal Revenue Service	Paydate 07/05/2024	-34,223.59
Bill Pmt -Check	07/05/2024	ACH	CalCCA	Operational Member dues Q1 FY 24/25	-28,094.00
Bill Pmt -Check	07/05/2024	ACH	Leapfrog Power, Inc	June 2024 RA Invoice	-36,740.00
Bill Pmt -Check	07/05/2024	ACH	Viridity Energy Solutions, Inc.	Tierra Buena RA-June 2024	-16,900.00
Paycheck	07/05/2024	ACH	Employees	Paydate 07/05/2024	-83,448.55
Bill Pmt -Check	07/15/2024	ACH	The Energy Authority	TEA Invoice #TEA 62024 June 2024	-3,662,831.58
Bill Pmt -Check	07/18/2024	ACH	The Energy Authority	Special Invoice- Capacity Sales Sept 2024	-1,000,000.00
Liability Check	07/19/2024	ACH	Ascensus	Paydate 07/19/24	-12,857.55
Liability Check	07/19/2024	ACH	Ascensus	Paydate 07/19/24	-11,632.51
Liability Check	07/19/2024	ACH	CICCS Coalition for Controlling Insurance	July 2024 EAP Coverage	-64.94
Liability Check	07/19/2024	ACH	Keenan	Aug 2024 Medical Coverage	-26,729.55
Liability Check	07/19/2024	ACH	EDD	Paydate 07/19/24	-8,145.47
Liability Check	07/19/2024	ACH	Internal Revenue Service	Paydate 07/19/24	-35,791.77
Bill Pmt -Check	07/19/2024	ACH	Amerex Brokers LLC	May 2024 Brokerage Fee for LT RPS PCC3	-80,000.00
Bill Pmt -Check	07/19/2024	ACH	CalPine Corporation	Calpine June 2024 Costs	-63,795.21
Bill Pmt -Check	07/19/2024	ACH	Humboldt Sawmill Co.	June 2024 Electricity Generation	-676,564.92
Bill Pmt -Check	07/19/2024	ACH	Snow Mountain Hydro, LLC	June 2024 Electricity Generation	-20,191.74
Bill Pmt -Check	07/19/2024	ACH	PG&E EV Account	H St EV station 06/05-07/04/2024	-322.12
Bill Pmt -Check	07/19/2024	ACH	PG&E Office Utility	06/06-07/07/2024 utilities for 917 3rd Street	-415.46
Bill Pmt -Check	07/19/2024	ACH	Recology	Act 061371327, 917 3rd St. June 2024	-71.48
Bill Pmt -Check	07/19/2024	ACH	Recology	Act 060703330, 633 3rd St. June 2024	-105.52
Liability Check	07/19/2024	18439	Ameritas - Dental	VOID: Aug 2024 Coverage	0.00
Liability Check	07/19/2024	18440	Ameritas - Vision	VOID: Aug 2024 Coverage	0.00
Liability Check	07/19/2024	18441	Ameritas - Dental	Aug 2024 Coverage	-2,391.76
Liability Check	07/19/2024	18442	Ameritas - Vision	Aug 2024 Coverage	-444.68
Check	07/19/2024	18443-54	NEM Customers	NEM Account Closeout	-1,073.23
Check	07/19/2024	18455	CCE Customer	CCE Equipment Rebate - Res #240625-2132	-400.00
Check	07/19/2024	18456	CCE Customer	CCE Heat Pump Rebate - Res #240319-1981	-1,212.50
Check	07/19/2024	18457	CCE Customer	VOID: Ck 18457, \$297.84 reissued on 08/02/24	0.00

Redwood Coast Energy Authority Disbursements Report As of July 31, 2024

Type	Date	Num	Name	Memo	Amount
Check	07/19/2024	18458	CCE Customer	Res EV rebate #EV16	-2,000.00
Bill Pmt -Check	07/19/2024	18459	Aiqueous, LLC	May 2024 & June 2024 database services	-17,352.48
Bill Pmt -Check	07/19/2024	18460	Amazon.com	Office and IT supplies - June 2024	-1,442.07
Bill Pmt -Check	07/19/2024	18461	AT&T	RCAM Router fee: 05/19-06/18/24	-163.00
Bill Pmt -Check	07/19/2024	18462	AT&T	RCAM charges: 06/29-07/28/24	-879.96
Bill Pmt -Check	07/19/2024	18463	AT&T Long Distance	Phone charges: 06/25 - 07/24/2024	-115.66
Bill Pmt -Check	07/19/2024	18464	Baker Tilly US, LLP	Professional services - period ending 6/28/24	-11,655.00
Bill Pmt -Check	07/19/2024	18465	Bithell, M.	June 2024 Mileage & Purchase Reimbursement	-51.42
Bill Pmt -Check	07/19/2024	18466	Carter Properties, LLC	917 3rd Street Office Lease - Aug 2024	-2,375.00
Bill Pmt -Check	07/19/2024	18467	City of Arcata	June 2024 Excessive Energy Use Tax	-503.29
Bill Pmt -Check	07/19/2024	18468	City of Arcata	June 2024 Utility User Tax	-11,628.24
Bill Pmt -Check	07/19/2024	18469	City of Eureka-Water	917 3rd St & 633 3rd St June bills	-327.03
Bill Pmt -Check	07/19/2024	18470	Diamond, Nancy	June 2024 Legal Services	-24,641.20
Bill Pmt -Check	07/19/2024	18471	Enterprise	Car rental June 2024	-106.23
Bill Pmt -Check	07/19/2024	18472	Hertz	Car rental June 2024 - CalCCA LegCom	-448.85
Bill Pmt -Check	07/19/2024	18473	HireRight	Background screening	-102.75
Bill Pmt -Check	07/19/2024	18474	Humboldt Bay Coffee Co.	Office Coffee - 633 3rd St	-51.90
Bill Pmt -Check	07/19/2024	18475	Humboldt County DHHS	24/25 Annual HazMat Fees - RCAM	-511.70
Bill Pmt -Check	07/19/2024	18476	Humboldt HyCycle	June 2024: 1 E-Bike Voucher	-500.00
Bill Pmt -Check	07/19/2024	18477	Local Worm Guy	June 2024 Compost service 633 & 917 3rd St	-96.00
Bill Pmt -Check	07/19/2024	18478	Mission Uniform & Linen	July 2024 Mat cleaning and supplies	-302.13
Bill Pmt -Check	07/19/2024	18479	North Coast Cleaning	June 2024 Cleaning Services	-1,090.00
Bill Pmt -Check	07/19/2024	18480	Optimum Business-633	633 3rd St: Phone & Internet - 6/28-7/27/2024	-1,102.64
Bill Pmt -Check	07/19/2024	18481	Pacific Paper Company	Office Supplies: Paper, Post-its, Batteries	-95.10
Bill Pmt -Check	07/19/2024	18482	Revolution Bicycles	June 2024: 2 E-Bike Vouchers	-1,700.00
Bill Pmt -Check	07/19/2024	18483	Terry, P.	CCEC Forum : Lodging & Parking 6/24-6/27/24	-618.66
Bill Pmt -Check	07/19/2024	18484	Times Printing Company	June 2024 mailers	-1,434.95
Bill Pmt -Check	07/19/2024	18485	Ubeo Business Services	633 3rd St Printer Charges: 06/06-07/05/24	-213.88
Bill Pmt -Check	07/19/2024	18486	Winzler, John	Office Lease - 633 3rd St., Aug 2024	-7,946.31
Bill Pmt -Check	07/19/2024	18487	Yakovleva, Vera A.	CALCCA LegCom.: Gas 6/27-6/29/24	-97.08
Paycheck	07/19/2024	ACH	Employees	Paydate 07/19/24	-85,415.73
Check	07/22/2024	Debit	Umpqua	Service Charge	-234.66
Liability Check	07/25/2024	ACH	Principal Life Insurance Company	August 2024 Coverage	-104.22
Liability Check	07/25/2024	ACH	Colonial Life	July 2024 Coverage	-2,353.55
Bill Pmt -Check	07/25/2024	ACH	PG&E - ACV	RCAM site utilities 05/29-06/26/2024	-322.23
Bill Pmt -Check	07/29/2024	ACH	CA Dept. of Tax & Fee Administration	Electrical Energy Surcharge Return Q2 2024	-39,920.00
Bill Pmt -Check	07/29/2024	ACH	The Energy Authority	CAISO Invoice #CISO072424-JULY	-17,634.49
TOTAL					<u>-6,081,306.27</u>

Redwood Coast Energy Authority
Profit & Loss Budget vs. Actual
July 2024

	<u>Jul 24</u>	<u>Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense			
Income			
5 REVENUE EARNED			
Total 5000 · Revenue - government agencies	246,764.61	1,375,000.00	17.95%
Total 5100 · Revenue - program related	491,597.30	50,000.00	983.2%
Total 5400 · Revenue-nongovernment agencies	51,707.50	413,000.00	12.52%
Total 5500 · Revenue - Electricity Sales	<u>7,225,479.72</u>	<u>68,501,255.00</u>	<u>10.55%</u>
Total 5 REVENUE EARNED	<u>8,015,549.13</u>	<u>70,339,255.00</u>	<u>11.4%</u>
Total Income	<u>8,015,549.13</u>	<u>70,339,255.00</u>	<u>11.4%</u>
Gross Profit	8,015,549.13	70,339,255.00	11.4%
Expense			
Total 6 WHOLESALE POWER SUPPLY	5,826,453.84	61,063,849.00	9.54%
Total 7 PERSONNEL EXPENSES	190,665.53	5,251,342.00	3.63%
Total 8.1 FACILITIES AND OPERATIONS	163,983.07	979,125.00	16.75%
Total 8.2 COMMUNICATIONS AND OUTREACH	7,721.41	114,150.00	6.76%
8.4 PROFESSIONAL & PROGRAM SRVS			
8400 · Regulatory	9,538.67	164,300.00	5.81%
8410 · Contracts - Program Related Ser	204.75	1,418,600.00	0.01%
8420 · Accounting	0.00	60,000.00	0.0%
8430 · Legal	9,967.20	185,000.00	5.39%
8450 · Wholesale Services - TEA	70,476.97	817,124.00	8.63%
8460 · Procurement Credit - TEA	13,271.29	639,430.00	2.08%
8470 · Data Management - Calpine	63,826.42	855,276.00	7.46%
8480 · Customer Billing - PG&E	<u>21,648.76</u>	<u>272,714.00</u>	<u>7.94%</u>
Total 8.4 PROFESSIONAL & PROGRAM SRVS	<u>188,934.06</u>	<u>4,412,444.00</u>	<u>4.28%</u>
Total 8.6 INCENTIVES & REBATES	<u>13,134.90</u>	<u>230,000.00</u>	<u>5.71%</u>
Total 9 NON OPERATING COSTS	<u>9,735.35</u>	<u>129,000.00</u>	<u>7.55%</u>
Total Expense	<u>6,400,628.16</u>	<u>72,179,910.00</u>	<u>8.87%</u>
Net Ordinary Income	<u>1,614,920.97</u>	<u>-1,840,655.00</u>	<u>-87.74%</u>
Net Income	<u><u>1,614,920.97</u></u>	<u><u>-1,840,655.00</u></u>	<u><u>-87.74%</u></u>

Redwood Coast Energy Authority
Balance Sheet
As of July 31, 2024

	<u>Jul 31, 24</u>
ASSETS	
Current Assets	
Checking/Savings	
1010 · Petty Cash	300.00
1060 · Umpqua Checking Acct 0560	425,573.37
1071 · Umpqua Deposit Control Acct 8215	21,352,614.76
1075 · Umpqua Reserve Account 2300	1,700,000.00
1077 · JP Morgan Chase Act 74999	399,967.48
Total Checking/Savings	<u>23,878,455.61</u>
Total Accounts Receivable	300,141.74
Other Current Assets	
1101 · Allowance for Doubtful Accounts	-7,093,015.45
1103 · Accounts Receivable-Other	20,179,997.53
1120 · Inventory Asset	18,614.90
1205 · Prepaid Insurance	64,297.68
1210 · Retentions Receivable	25,337.96
Total Other Current Assets	<u>13,195,232.62</u>
Total Current Assets	37,373,829.97
Total Fixed Assets	9,579,342.36
Other Assets	
1700 · Security Deposits	4,201,403.86
Total Other Assets	<u>4,201,403.86</u>
TOTAL ASSETS	<u><u>51,154,576.19</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Total Accounts Payable	4,779,427.87
Total Credit Cards	24,203.18
Other Current Liabilities	
2002 · Deposits Refundable	979,170.01
2011 · NEM Escrow Liability	103,071.87
Total 2100 · Payroll Liabilities	<u>181,345.52</u>
Total 2200 · Accrued Expenses	<u>13,857.36</u>
Total Other Current Liabilities	<u>1,277,444.76</u>
Total Current Liabilities	<u>6,081,075.81</u>
Total Long Term Liabilities	<u>5,942,119.90</u>
Total Liabilities	12,023,195.71
Equity	
3900 · Fund Balance	37,516,459.51
Net Income	1,614,920.97
Total Equity	<u>39,131,380.48</u>
TOTAL LIABILITIES & EQUITY	<u><u>51,154,576.19</u></u>



**STAFF REPORT
Agenda Item # 4.4**

AGENDA DATE:	September 26, 2024
TO:	Board of Directors
PREPARED BY:	Jocelyn Gwynn, Senior Power Resources Manager
SUBJECT:	2023 Power Source Disclosure Attestation

BACKGROUND

Each year, the Board is presented with RCEA's power mix from the previous year that was submitted to the California Energy Commission (CEC) as part of the Power Source Disclosure (PSD) Program. Staff submitted the 2023 PSD Report (Exhibit I to Attachment A) to the CEC by the due date. The report shows RCEA's annual energy purchases from each generating facility from last year, and percentages of each resource type in the REpower and REpower+ products. Additionally, the PSD includes the greenhouse gas (GHG) emissions intensity of each product.

Staff will soon prepare the 2023 Power Content Label (PCL) that is to be mailed out to all current RCEA customers and submitted to the CEC this fall. The PCL includes information from the PSD Report and compares RCEA's power content and GHG emissions to the state's overall mix and emissions. The CEC is delayed in issuing the PCL template this year, so RCEA expects the mailers won't go out until Q4.

SUMMARY

Staff ask that the Board adopt a resolution formally approving and attesting to the information in the 2023 PSD Report as part of the documentation required by the CEC for compliance with the PSD Program.

RCEA's 2023 REpower power mix was about 30% renewable, 65% carbon-free large hydro, and 5% unspecified sources. In comparison, RCEA's 2022 REpower power mix was 50% renewable, 45% carbon-free large hydro, and 5% unspecified sources. The 2023 renewable and carbon-free levels fall short of RCEA's 2022 levels due to short-term financial challenges and delays in long-term renewable energy projects under contract coming online. However, the final 2023 numbers are better than what staff had projected in discussion with the Board earlier this year (28% renewable, 64% carbon-free, and 8% unspecified sources).

The state's mix of renewables was 35.8% in 2022, with 2023 still being calculated. RCEA's 2023 REpower+ 100% renewable power mix consisted of 33% solar, 33% wind, and 33% small hydro power.

ALIGNMENT WITH [RCEA'S STRATEGIC PLAN](#)

Not applicable, this is a compliance requirement.

EQUITY IMPACTS

Not applicable, this is a compliance requirement.

FINANCIAL IMPACT

None.

STAFF RECOMMENDATION

Adopt Resolution 2024-10 Approving and Attesting to the Veracity of RCEA's 2023 Power Source Disclosure Report.

ATTACHMENTS

Resolution 2024-10
Exhibit A: RCEA 2023 Power Source Disclosure Report

RESOLUTION NO. 2024-10

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE REDWOOD COAST ENERGY AUTHORITY
APPROVING AND ATTESTING TO THE VERACITY
OF THE 2023 POWER SOURCE DISCLOSURE REPORT**

WHEREAS, Senate Bill 1305 was adopted in 1997, establishing an Electricity Generation Source Disclosure (also known as Power Source Disclosure or “PSD”) Program, which requires retail suppliers of electricity to annually submit a PSD Report to the California Energy Commission (“CEC”) and to annually mail a Power Content Label (“PCL”) to their electricity customers; and

WHEREAS, Redwood Coast Energy Authority (“RCEA”) is a retail supplier of electricity as defined by the PSD Program (Ca. Code of Regs., Title 20, Section 1391(r)); and

WHEREAS, the PSD Regulation requiring an annual audit by an outside certified public accountant of the information in the annual PSD Report, was updated effective May 4, 2020, with an exemption from this requirement for retail suppliers that are public agencies providing electric services, provided that the governing body of the public agency approves at a public meeting the submission to the CEC of an attestation of the veracity of the annual report for each electricity product; and

WHEREAS, RCEA is a public agency providing electric services; and

WHEREAS, the CEC exemption therefore allows the RCEA Board of Directors to approve an attestation of the veracity of RCEA’s 2023 PSD Annual Report provided hereto as Exhibit A.

NOW, THEREFORE, the Board of Directors of the Redwood Coast Energy Authority resolves as follows:

1. The 2023 Power Source Disclosure Report provided as Exhibit A is hereby approved; and
2. The Board of Directors hereby attests to the veracity of the information presented in the 2023 Power Source Disclosure Report.

Adopted this 26th day of September 2024.

ATTEST:

Sarah Schaefer, RCEA Board Chair

Lori Taketa, Clerk of the Board

Date: _____

Date: _____

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution 2024-10 passed and adopted at a regular meeting of the Redwood Coast Energy Authority, County of Humboldt, State of California, held on the 26th day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Clerk of the Board, Redwood Coast Energy Authority

Exhibit A: RCEA 2023 Power Source Disclosure Report

2023 POWER SOURCE DISCLOSURE ANNUAL REPORT For the Year Ending December 31, 2023

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
	Redwood Coast Energy Authority
ELECTRICITY PORTFOLIO NAME	
	REpower
CONTACT INFORMATION	
NAME	Forrest Novotny
TITLE	Power Resources Specialist
MAILING ADDRESS	633 3rd St.
CITY, STATE, ZIP	Eureka, CA 95521
PHONE	707-269-1700
EMAIL	compliance@redwoodenergy.org
WEBSITE URL FOR PCL POSTING	https://redwoodenergy.org/power-resources/

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to complete the Retail Supplier Name, Electricity Portfolio Name, and contact information above, and submit separate reports and attestations for each additional portfolio if multiple were offered in the previous year.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at <https://www.energy.ca.gov/about/divisions-and-offices/chief-counsels-office>.

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 639-0573.

2023 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 1: PROCUREMENTS AND RETAIL SALES
For the Year Ending December 31, 2023
Redwood Coast Energy Authority
REpower

Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. **Fields in grey auto-populate as needed and should not be filled out.** For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "Unspecified Power", "BPA", or "Tacoma Power" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. **Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell N9.** Unbundled RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

Retail Sales (MWh)	557,001
Net Specified Procurement (MWh)	527,466
Unspecified Power (MWh)	29,535
Procurement to be adjusted	-
Net Specified Natural Gas	-
Net Specified Coal & Other Fossil Fuels	-
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power	527,466
GHG Emissions (excludes grandfathered emissions)	18,536
GHG Emissions Intensity (in MT CO ₂ e/MWh)	0.0333

DIRECTLY DELIVERED RENEWABLES

Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A
ABEC Bidart-Old River LLC	Biomass & biowa	CA	W3519	62369		58699	149	-	149	149	0.6921	103	
ABEC Bidart-Stockdale LLC - ABEC Bidart-Stockd	Biomass & biowa	CA	W2971	60886		P168	6	-	6	6	1.1335	7	
Potrero Hills Energy Producers - Potrero Hills Ene	Biomass & biowa	CA	W4867	63116		59952	104	-	104	104	0.0021	0	
Sunshine Gas Producers - Sunshine Gas Produce	Biomass & biowa	CA	W4144	60815		58429	203	-	203	203	0.0033	1	
Mt. Poso Cogeneration Facility - MTNPOS_1_UNI	Biomass & biowa	CA	W1091	60695		54626	1,918	-	1,918	1,918	0.0394	76	
Pacific Lumber Co. - Pacific Lumber Co. Unit 1	Biomass & biowa	CA	W645	60083		50049	22,318	-	22,318	22,318	0.0501	1,118	
Pacific Lumber Co. - Pacific Lumber Co. Unit 2	Biomass & biowa	CA	W790	60083		50049	37,234	-	37,234	37,234	0.0501	1,865	
Pacific Lumber Co. - Pacific Lumber Co. Unit 3	Biomass & biowa	CA	W791	60083		50049	52,340	-	52,340	52,340	0.0501	2,622	
Sierra Pacific Burney Facility - Sierra Pacific Indus	Biomass & biowa	CA	W667	60087		50110	143	-	143	143	0.0092	1	
Sierra Pacific Ind. (Lincoln) - Sierra Pacific Industr	Biomass & biowa	CA	W668	60088		10144	104	-	104	104	0.0109	1	
Sierra Pacific Ind. (Quincy) - Sierra Pacific Industr	Biomass & biowa	CA	W669	60089		50112	285	-	285	285	0.0479	14	
Sierra Pacific Sonora - Sierra Pacific Sonora	Biomass & biowa	CA	W852	60576		54517	35	-	35	35	0.0733	3	
SPI Anderson 2 - SPI Anderson 2	Biomass & biowa	CA	W4674	61146		59658	227	-	227	227	0.0102	2	
Stockton Biomass - Stockton Biomass	Biomass & biowa	CA	W3540	60964		54238	587	-	587	587	0.0289	17	
Mammoth Pacific L. P. (MP1) - Mammoth Pacific L	Geothermal	CA	W417	60306		10480	115	-	115	115	0.0702	8	
Mammoth Pacific L. P. I (PLES) - Mammoth Pacific	Geothermal	CA	W416	60315		10481	208	-	208	208	0.0702	15	
A. G. Wishon Powerhouse - A. G. Wishon Powerh	Eligible hydro	CA	W344	60032		293	28	-	28	28	-	-	
Alta Powerhouse - Alta Powerhouse	Eligible hydro	CA	W335	60033		214	4	-	4	4	-	-	
Big Creek Hydro Project - Big Creek Water Works	Eligible hydro	CA	W1586	60900		10282	90	-	90	90	-	-	
Coleman Powerhouse - Coleman Powerhouse	Eligible hydro	CA	W347	60037		227	61	-	61	61	-	-	
Cow Creek Powerhouse - Cow Creek Powerhouse	Eligible hydro	CA	W348	60038		229	3	-	3	3	-	-	
Crane Valley Powerhouse - Crane Valley Powerh	Eligible hydro	CA	W349	60039		230	5	-	5	5	-	-	
De Sabla Powerhouse - De Sabla Powerhouse	Eligible hydro	CA	W351	60041		232	84	-	84	84	-	-	
Deer Creek Powerhouse - Deer Creek Powerhous	Eligible hydro	CA	W350	60040		233	18	-	18	18	-	-	
Dutch Flat #2 Powerhouse - Dutch Flat #2 Powerh	Eligible hydro	CA	W488	60264		413	93	-	93	93	-	-	
Dutch Flat No. 1 Powerhouse - Dutch Flat No. 1 P	Eligible hydro	CA	W352	60042		237	199	-	199	199	-	-	
Hat Creek No. 1 Powerhouse - Hat Creek No. 1 P	Eligible hydro	CA	W355	60045		243	40	-	40	40	-	-	
Hat Creek No. 2 Powerhouse - Hat Creek No. 2 P	Eligible hydro	CA	W356	60046		244	12	-	12	12	-	-	
Nevada Irrigation District - Bowman Hydro Project	Eligible hydro	CA	W635	60171		50546	30	-	30	30	-	-	
Newcastle Powerhouse - Newcastle Powerhouse	Eligible hydro	CA	W364	60053		632	30	-	30	30	-	-	
Phoenix Powerhouse - Phoenix Powerhouse	Eligible hydro	CA	W366	60054		264	12	-	12	12	-	-	
Rock Creek - Rock Creek Unit 2	Eligible hydro	CA	W2644	62269		275	1	-	1	1	-	-	
Rollins Powerhouse - Rollins Powerhouse	Eligible hydro	CA	W699	60265		34	145	-	145	145	-	-	
Snow Mtn Hydro (Cove) - Cove	Eligible hydro	CA	W674	60178		10707	11,882	-	11,882	11,882	-	-	
South Powerhouse - South Powerhouse	Eligible hydro	CA	W370	60059		280	32	-	32	32	-	-	
Spaulding No. 1 Powerhouse - Spaulding No. 1 P	Eligible hydro	CA	W371	60060		281	48	-	48	48	-	-	
Spaulding No. 2 Powerhouse - Spaulding No. 2 P	Eligible hydro	CA	W372	60061		282	21	-	21	21	-	-	
Spaulding No. 3 Powerhouse - Spaulding No. 3 P	Eligible hydro	CA	W373	60062		283	32	-	32	32	-	-	
Spring Gap Powerhouse - Spring Gap Powerhous	Eligible hydro	CA	W374	60063		284	55	-	55	55	-	-	
Three Forks Water Power Project - Three Forks W	Eligible hydro	CA	W758	60502		54308	26	-	26	26	-	-	
Toadtown Powerhouse - Toadtown Powerhouse	Eligible hydro	CA	W375	60064		714	4	-	4	4	-	-	
Volta No. 1 Powerhouse - Volta No. 1 Powerhous	Eligible hydro	CA	W377	60066		290	3	-	3	3	-	-	
Volta No. 2 Powerhouse - Volta No. 2 Powerhous	Eligible hydro	CA	W378	60067		180	5	-	5	5	-	-	
West Point Powerhouse - West Point Powerhous	Eligible hydro	CA	W379	60068		291	147	-	147	147	-	-	

Wise No. 1 Powerhouse - Wise No. 1 Powerhouse	Eligible hydro	CA	W380	60069		292	116	-	116	116	-	-
Rock Creek - Rock Creek Unit 1	Eligible hydro	CA	W2643	62269		50987	29	-	29	29	-	-
Rock Creek - Rock Creek Unit 2	Eligible hydro	CA	W2644	62269		10809	43	-	43	43	-	-
Agua Caliente Solar - Block 1	Solar	AZ	W2427	60894		57373	118	-	118	118	-	-
Agua Caliente Solar - Block 10	Solar	AZ	W3621	60894		57373	99	-	99	99	-	-
Agua Caliente Solar - Block 11	Solar	AZ	W3829	60894		57373	99	-	99	99	-	-
Agua Caliente Solar - Block 12	Solar	AZ	W3953	60894		57373	44	-	44	44	-	-
Agua Caliente Solar - Block 2	Solar	AZ	W2576	60894		57373	118	-	118	118	-	-
Agua Caliente Solar - Block 3	Solar	AZ	W2668	60894		57373	118	-	118	118	-	-
Agua Caliente Solar - Block 4	Solar	AZ	W2782	60894		57373	84	-	84	84	-	-
Agua Caliente Solar - Block 5	Solar	AZ	W2838	60894		57373	118	-	118	118	-	-
Agua Caliente Solar - Block 6	Solar	AZ	W2844	60894		57373	118	-	118	118	-	-
Agua Caliente Solar - Block 7	Solar	AZ	W2925	60894		57373	118	-	118	118	-	-
Agua Caliente Solar - Block 8	Solar	AZ	W3240	60894		57373	99	-	99	99	-	-
Agua Caliente Solar - Block 9	Solar	AZ	W2812	60894		57373	99	-	99	99	-	-
Alamo Solar - Alamo Solar	Solar	CA	W4546	61453		59469	87	-	87	87	-	-
Antelope West Solar - Antelope West Solar	Solar	CA	W4322	61850		58626	106	-	106	106	-	-
Atwell Island - Atwell Island PV Solar Generating	Solar	CA	W3159	60947		58366	60	-	60	60	-	-
AV Solar Ranch 1, LLC - Antelope Solar Ranch -	Solar	CA	W3474	60790		57378	116	-	116	116	-	-
AV Solar Ranch 1, LLC - AVSR1 - Antelope Solar	Solar	CA	W4141	60790		57378	189	-	189	189	-	-
AV Solar Ranch 1, LLC - AVSR1 - Antelope Solar	Solar	CA	W2803	60790		57378	112	-	112	112	-	-
AV Solar Ranch 1, LLC - AVSR1 - Antelope Solar	Solar	CA	W3274	60790		57378	126	-	126	126	-	-
AV Solar Ranch 1, LLC - AVSR1 - Antelope Solar	Solar	CA	W3275	60790		57378	79	-	79	79	-	-
AV Solar Ranch 1, LLC - AVSR1 - Antelope Solar	Solar	CA	W3280	60790		57378	65	-	65	65	-	-
AV Solar Ranch 1, LLC - AVSR1 - Antelope Solar	Solar	CA	W3849	60790		57378	212	-	212	212	-	-
Avenal Park - Avenal Park LLC	Solar	CA	W2074	60912		57359	96	-	96	96	-	-
Bakersfield Solar - SKIC 20	Solar	CA	W4550	61558		61117	90	-	90	90	-	-
Bayshore Solar A - Big Sky Solar 6	Solar	CA	W5731	63133		60481	94	-	94	94	-	-
Bayshore Solar B - Big Sky Solar 7	Solar	CA	W5737	63134		60474	89	-	89	89	-	-
Bayshore Solar C - Big Sky Solar 8	Solar	CA	W5738	63135		60475	91	-	91	91	-	-
Blackwell Solar - Blackwell Solar, LLC	Solar	CA	W4587	61892		59524	54	-	54	54	-	-
CA Flats 150 - CA Flats 150	Solar	CA	W7112	62552		60034	59	-	59	59	-	-
California Valley Solar Ranch - Block1	Solar	CA	W2847	60603		57439	97	-	97	97	-	-
California Valley Solar Ranch - Block2	Solar	CA	W3106	60603		57439	276	-	276	276	-	-
California Valley Solar Ranch - Block3	Solar	CA	W3111	60603		57439	553	-	553	553	-	-
California Valley Solar Ranch - Block4	Solar	CA	W3187	60603		57439	206	-	206	206	-	-
CalRENEW-1 - CalRENEW-1	Solar	CA	W1519	60475		56768	23	-	23	23	-	-
Cantua Solar Station - Cantua Solar Station	Solar	CA	W2580	61823		57522	67	-	67	67	-	-
CED Corcoran - CED Corcoran	Solar	CA	W3408	60948		58374	63	-	63	63	-	-
CED White River Solar - CED White River Solar	Solar	CA	W3406	60949		58373	81	-	81	81	-	-
CID Solar - Corcoran Irrigation District - CID Solar	Solar	CA	W4227	62285		59183	77	-	77	77	-	-
CM10 - CM10	Solar	NV	W883	60713		56944	162	-	162	162	-	-
CM48 - CM48	Solar	NV	W1460	60786		57205	266	-	266	266	-	-
Copper Mountain Solar 2 - CMS 2 (1)	Solar	NV	W2818	60990		58017	152	-	152	152	-	-
Copper Mountain Solar 2 - CMS 2 (2)	Solar	NV	W2943	60990		58017	135	-	135	135	-	-
Copper Mountain Solar 2 - CMS 2 (3)	Solar	NV	W3201	60990		58017	135	-	135	135	-	-
Copper Mountain Solar 2 - CMS 2 (4)	Solar	NV	W4555	60990		58017	135	-	135	135	-	-
Copper Mountain Solar 2 - CMS 2 (5)	Solar	NV	W4589	60990		58017	159	-	159	159	-	-
Cuyama Solar - Cuyama Solar	Solar	CA	W5611	61891		60043	150	-	150	150	-	-
DESERT SUNLIGHT 300, LLC - DSL-BLK01 - 04	Solar	CA	W3793	61068		57993	599	-	599	599	-	-
DESERT SUNLIGHT 300, LLC - DSL-BLK05 & 06	Solar	CA	W3798	61068		57993	196	-	196	196	-	-
DESERT SUNLIGHT 300, LLC - DSL-BLK07 & 08	Solar	CA	W3800	61068		57993	94	-	94	94	-	-
DESERT SUNLIGHT 300, LLC - DSL-BLK09	Solar	CA	W3801	61068		57993	117	-	117	117	-	-
DESERT SUNLIGHT 300, LLC - DSL-BLK10 & 11	Solar	CA	W3783	61068		57993	196	-	196	196	-	-
Five Points Solar Station - Five Points Solar Station	Solar	CA	W2201	61432		59523	33	-	33	33	-	-
Gates Solar Station - Gates Solar Station	Solar	CA	W3477	62353		57892	75	-	75	75	-	-
GENESIS SOLAR, LLC - SGN-1	Solar	CA	W3790	60605		57394	573	-	573	573	-	-
GENESIS SOLAR, LLC - SGN2	Solar	CA	W3791	60605		57394	556	-	556	556	-	-
Giffen Solar Station - Giffen Solar Station	Solar	CA	W2581	61822		59522	26	-	26	26	-	-
Guernsey Solar Station - Guernsey Solar Station	Solar	CA	W3476	62354		58975	48	-	48	48	-	-
Henrietta Solar Plant - Parrey, LLC	Solar	CA	W5056	61841		58975	130	-	130	130	-	-
Huron Solar Station - Huron Solar Station	Solar	CA	W2579	61821		57523	62	-	62	62	-	-
Ivanpah - Unit 1	Solar	CA	W3189	62273		57073	412	-	412	412	0.0596	25
Ivanpah - Unit 3	Solar	CA	W3190	62275		57075	305	-	305	305	0.0596	18

Java Solar	Solar	CA	W13698	63137		P368	46	-	46	46	-	-	-
Kansas - Kansas	Solar	CA	W4192	61263		58985	77	-	77	77	-	-	-
Kent South - Kent South	Solar	CA	W4193	61262		58991	82	-	82	82	-	-	-
Lost Hills - Lost Hills Solar, LLC	Solar	CA	W4586	61893		58712	98	-	98	98	-	-	-
Mesquite Solar 1 (10) - Mesquite Solar 1 (10)	Solar	AZ	W3205	60875		57707	60	-	60	60	-	-	-
Mesquite Solar 1 (11) - Mesquite Solar 1 (11)	Solar	AZ	W3130	60875		57707	67	-	67	67	-	-	-
Mesquite Solar 1 (12) - Mesquite Solar 1 (12) - Me	Solar	AZ	W3183	60875		57707	67	-	67	67	-	-	-
Mesquite Solar 1 (1-3) - Mesquite Solar 1 (1-3)	Solar	AZ	W2399	60875		57707	180	-	180	180	-	-	-
Mesquite Solar 1 (4) - Mesquite Solar 1 (4)	Solar	AZ	W2755	60875		57707	67	-	67	67	-	-	-
Mesquite Solar 1 (5) - Mesquite Solar 1 (5)	Solar	AZ	W2784	60875		57707	67	-	67	67	-	-	-
Mesquite Solar 1 (6) - Mesquite Solar 1 (6)	Solar	AZ	W2807	60875		57707	33	-	33	33	-	-	-
Mesquite Solar 1 (7) - Mesquite Solar 1 (7)	Solar	AZ	W2841	60875		57707	67	-	67	67	-	-	-
Mesquite Solar 1 (8) - Mesquite Solar 1 (8)	Solar	AZ	W2871	60875		57707	50	-	50	50	-	-	-
Mesquite Solar 1 (9) - Mesquite Solar 1 (9)	Solar	AZ	W3095	60875		57707	67	-	67	67	-	-	-
Michael E. Bowler Memorial Solar Farm - Westlan	Solar	CA	W3963	61755		58616	79	-	79	79	-	-	-
Midway Solar Farm I - Midway Solar Farm I	Solar	CA	W5367	61295		60336	246	-	246	246	-	-	-
Mojave Solar Project - Mojave Solar Project - Alph	Solar	CA	W4255	60848		57331	550	-	550	550	-	-	-
Mojave Solar Project - Mojave Solar Project - Beta	Solar	CA	W4450	60848		57331	550	-	550	550	-	-	-
North Star Solar - North Star Solar, LLC	Solar	CA	W4629	61198		58713	244	-	244	244	-	-	-
Old River One - Old River One	Solar	CA	W4194	60853		58986	69	-	69	69	-	-	-
Orion Solar I - Orion Solar I, LLC	Solar	CA	W3981	61570		58718	58	-	58	58	-	-	-
Portal Ridge Solar C - Portal Ridge Solar C	Solar	CA	W5211	61684		60311	34	-	34	34	-	-	-
RE Astoria 1 - RE Astoria 1	Solar	CA	W4930	62284		59976	127	-	127	127	-	-	-
RE Kansas South - RE Kansas South	Solar	CA	W3109	61264		58148	102	-	102	102	-	-	-
Sand Drag - Sand Drag LLC	Solar	CA	W2072	60914		57361	303	-	303	303	-	-	-
Shafter Solar, LLC - Shafter Solar, LLC	Solar	CA	W4680	62325		59408	33	-	33	33	-	-	-
Solar Alpine LLC - Solar Alpine LLC	Solar	CA	W2872	60755		57295	254	-	254	254	-	-	-
SPS Alpaugh 50 - SPS Alpaugh 50	Solar	CA	W2826	60945		58003	131	-	131	131	-	-	-
SPS Alpaugh North - SPS Alpaugh North	Solar	CA	W2825	60946		58002	41	-	41	41	-	-	-
Stroud Solar Station - Stroud Solar Station	Solar	CA	W2203	61434		57497	44	-	44	44	-	-	-
Sun City Project LLC - Sun City	Solar	CA	W2073	60913		57360	93	-	93	93	-	-	-
Sunray 2- SEGS II - Sunray 2- SEGS II	Solar	CA	W466	62694		10437	110	-	110	110	-	-	-
Topaz Solar Farms LLC - Topaz 10-16	Solar	CA	W3226	61698		57695	591	-	591	591	-	-	-
Topaz Solar Farms LLC - Topaz 17 - 20	Solar	CA	W3227	61698		57695	322	-	322	322	-	-	-
Topaz Solar Farms LLC - Topaz 1-9	Solar	CA	W3193	61698		57695	816	-	816	816	-	-	-
Topaz Solar Farms LLC - Topaz 21 - 22	Solar	CA	W3229	61698		57695	158	-	158	158	-	-	-
Vaca Dixon Solar Station - Vaca Dixon Solar Stati	Solar	CA	W1455	60966		57041	6	-	6	6	-	-	-
West Gates Solar Station - West Gates Solar Stat	Solar	CA	W3478	62352		58206	40	-	40	40	-	-	-
Western Antelope Blue Sky Ranch A - WABSRA	Solar	CA	W4264	61517		58626	89	-	89	89	-	-	-
Westside Solar Station - Westside Solar Station	Solar	CA	W2202	61433		57499	33	-	33	33	-	-	-
Blackspring Ridge 1A - Blackspring Ridge 1A Win	Wind	AB	W3978	60987		P200	832	-	832	832	-	-	-
Blackspring Ridge 1B - Blackspring Ridge 1B Win	Wind	AB	W3979	60988		P201	906	-	906	906	-	-	-
Coram Brodie Wind Project - Brookfield Tehachap	Wind	CA	W2773	60973		54750	1,983	-	1,983	1,983	-	-	-
Diablo Winds, LLC - Diablo Winds, LLC	Wind	CA	W762	60030		56271	357	-	357	357	-	-	-
FPL Energy Montezuma Wind - FPL Energy Mont	Wind	CA	W1745	60543		57201	164	-	164	164	-	-	-
Halkirk I Wind Facility - Halkirk I Wind Facility	Wind	AB	W2900	60989		P208	4,080	-	4,080	4,080	-	-	-
Hatchet Ridge - Hatchet Ridge	Wind	CA	W1600	60741		56654	2,232	-	2,232	2,232	-	-	-
Klondike III - Klondike Wind Power III LLC	Wind	OR	W237	60602		56468	375	-	375	375	-	-	-
Montezuma Wind II - Nextera Energy Montezuma	Wind	CA	W2400	61345		57701	353	-	353	353	-	-	-
North Sky River - North Sky River - Phase I	Wind	CA	W3206	61385		58154	773	-	773	773	-	-	-
Rattlesnake Road - Rattlesnake Road	Wind	OR	W805	60553		62936	1,616	-	1,616	1,616	-	-	-
Rising Tree Wind Farm II LLC - Rising Tree Wind	Wind	CA	W4445	62426		57621	96	-	96	96	-	-	-
Shiloh III Wind Project, LLC - Shiloh III Wind Proje	Wind	CA	W2142	61069		57586	2,480	-	2,480	2,480	-	-	-
Shiloh IV Wind Project, LLC - Shiloh IV Wind Proj	Wind	CA	W2780	61617		57725	588	-	588	588	-	-	-
Shiloh Wind Project 2, LLC - Shiloh Wind Project	Wind	CA	W811	60639		56874	1,580	-	1,580	1,580	-	-	-
Tehachapi Wind Resource II - Pajuela Peak - Teh	Wind	CA	W508	61468		54909	322	-	322	322	-	-	-
Vantage - Vantage Wind Energy LLC	Wind	WA	W2046	60712		57188	2,084	-	2,084	2,084	-	-	-
Vasco Winds - Vasco Winds	Wind	CA	W2401	61344		57700	388	-	388	388	-	-	-

FIRMED-AND-SHAPED IMPORTS

Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	EIA ID of REC Source	EIA ID of Substitute Power	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	Eligible for Grandfathered Emissions?
									-	-	#N/A		
									-	-	#N/A		

										-	-	#N/A		
										-	-	#N/A		
										-	-	#N/A		
SPECIFIED NON-RENEWABLE PROCUREMENTS														
Facility Name	Fuel Type	State or Province	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A	
Balch #1 PH	Large hydro	CA				217	1,645		1,645	1,645	-	-		
Balch #2 PH	Large hydro	CA				218	4,186		4,186	4,186	-	-		
Belden	Large hydro	CA				219	2,186		2,186	2,186	-	-		
Bucks Creek	Large hydro	CA				220	650		650	650	-	-		
Butt Valley	Large hydro	CA				221	1,253		1,253	1,253	-	-		
Caribou 1	Large hydro	CA				222	1,686		1,686	1,686	-	-		
Caribou 2	Large hydro	CA				223	3,926		3,926	3,926	-	-		
Cresta	Large hydro	CA				231	1,035		1,035	1,035	-	-		
Drum #1	Large hydro	CA				235	782		782	782	-	-		
Drum #2	Large hydro	CA				236	2,487		2,487	2,487	-	-		
Electra	Large hydro	CA				239	3,531		3,531	3,531	-	-		
Haas	Large hydro	CA				240	4,293		4,293	4,293	-	-		
James B Black	Large hydro	CA				249	4,161		4,161	4,161	-	-		
Kerckhoff #2 PH	Large hydro	CA				682	4,487		4,487	4,487	-	-		
Kings River	Large hydro	CA				254	1,759		1,759	1,759	-	-		
Pit 1	Large hydro	CA				265	1,806		1,806	1,806	-	-		
Pit 3	Large hydro	CA				266	3,222		3,222	3,222	-	-		
Pit 4	Large hydro	CA				267	3,753		3,753	3,753	-	-		
Pit 5	Large hydro	CA				268	6,550		6,550	6,550	-	-		
Pit 6	Large hydro	CA				269	2,366		2,366	2,366	-	-		
Pit 7	Large hydro	CA				270	2,485		2,485	2,485	-	-		
Poe	Large hydro	CA				272	6,024		6,024	6,024	-	-		
Rock	Large hydro	CA				275	4,081		4,081	4,081	-	-		
Salt Springs	Large hydro	CA				279	1,850		1,850	1,850	-	-		
Stanislaus	Large hydro	CA				285	3,090		3,090	3,090	-	-		
Tiger Creek	Large hydro	CA				287	2,178		2,178	2,178	-	-		
NID Chicago Park	Large hydro	CA				412	1,245		1,245	1,245	-	-		
Middle Fork/Ralston	Large hydro	CA				425	250,000		250,000	250,000	-	-		
Colgate Unit 1	Large hydro	CA				454	7,574		7,574	7,574	-	-		
Holm Hydro Unit 2	Large hydro					380	20,000		20,000	20,000	-	-		
Colgate Unit 2	Large hydro	CA				454	7,425		7,425	7,425	-	-		
PROCUREMENTS FROM ASSET-CONTROLLING SUPPLIERS														
Facility Name	Fuel Type	N/A	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A	
										-	#N/A			
										-	#N/A			
										-	#N/A			
										-	#N/A			
END USES OTHER THAN RETAIL SALES	MWh													

2023 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 3: POWER CONTENT LABEL DATA
For the Year Ending December 31, 2023
Redwood Coast Energy Authority
REpower

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
Renewable Procurements	165,750	29.8%
Biomass & Biowaste	115,653	20.8%
Geothermal	323	0.1%
Eligible Hydroelectric	13,298	2.4%
Solar	15,267	2.7%
Wind	21,209	3.8%
Coal	-	0.0%
Large Hydroelectric	361,716	64.9%
Natural gas	-	0.0%
Nuclear	-	0.0%
Other	-	0.0%
Unspecified Power	29,535	5.3%
Total	557,001	100.0%

Total Retail Sales (MWh)	557,001
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GHG Emissions Intensity (converted to lbs CO₂e/MWh)	73
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Percentage of Retail Sales Covered by Retired Unbundled RECs	0.0%
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**2023 POWER SOURCE DISCLOSURE ANNUAL REPORT
ATTESTATION FORM
For the Year Ending December 31, 2023
Redwood Coast Energy Authority
REpower**

I, Forrest Novotny, Power Resource Specialist, declare under penalty of perjury, that the information provided in this report is true and correct, subject to modification following audit and resolution of the WREGIS software issues, and that I, as an authorized agent of Redwood Coast Energy Authority, have authority to submit this report on the retail supplier's behalf. I further declare that all of the electricity claimed as specified purchases as shown in this report was sold once and only once to retail customers.

Name: Forrest Novotny

Representing: Redwood Coast Energy Authority

Signature: *Forrest Novotny*

Dated: 8/26/2024

Executed at: 633 3rd Street, Eureka, CA 95501

2023 POWER SOURCE DISCLOSURE ANNUAL REPORT For the Year Ending December 31, 2023

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
	Redwood Coast Energy Authority
ELECTRICITY PORTFOLIO NAME	
	REpower+
CONTACT INFORMATION	
NAME	Forrest Novotny
TITLE	Power Resources Specialist
MAILING ADDRESS	633 3rd St.
CITY, STATE, ZIP	Eureka, CA, 95501
PHONE	707-269-1700
EMAIL	compliance@redwoodenergy.org
WEBSITE URL FOR PCL POSTING	redwoodenergy.org/power-resources

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to complete the Retail Supplier Name, Electricity Portfolio Name, and contact information above, and submit separate reports and attestations for each additional portfolio if multiple were offered in the previous year.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at <https://www.energy.ca.gov/about/divisions-and-offices/chief-counsels-office>.

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 639-0573.

2023 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 1: PROCUREMENTS AND RETAIL SALES
 For the Year Ending December 31, 2023
 Redwood Coast Energy Authority
 REpower+

Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. **Fields in grey auto-populate as needed and should not be filled out.** For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "Unspecified Power", "BPA", or "Tacoma Power" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. **Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell N9.** Unbundled RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

Retail Sales (MWh)	6,909
Net Specified Procurement (MWh)	6,909
Unspecified Power (MWh)	-
Procurement to be adjusted	-
Net Specified Natural Gas	-
Net Specified Coal & Other Fossil Fuels	-
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power	6,909
GHG Emissions (excludes grandfathered emissions)	0
GHG Emissions Intensity (in MT CO ₂ e/MWh)	0.0000

DIRECTLY DELIVERED RENEWABLES

Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A
CA Flats 150 - CA Flats 150	Solar	CA	W7112	62552		60034	550		550	550	-	-	
CM48 - CM48	Solar	NV	W1460	60786		57205	578		578	578	-	-	
Henrietta Solar Plant - Parrey, LLC	Solar	CA	W5056	61841		58975	338		338	338	-	-	
RE Astoria 1 - RE Astoria 1	Solar	CA	W4930	62284		59976	400		400	400	-	-	
Redwood Coast Airport Microgrid - Redwood Coast	Solar	CA	W12135	64947		64766	219		219	219	-	-	
Sun City Project LLC - Sun City	Solar	CA	W2073	60913		57360	218		218	218	-	-	
Shiloh Wind Project 2, LLC - Shiloh Wind Project 2	Wind	CA	W811	60639		56874	2,303		2,303	2,303	-	-	
Snow Mtn Hydro (Cove) - Cove	Eligible hydro	CA	W674	60178		10707	2,303		2,303	2,303	-	-	

FIRMED-AND-SHAPED IMPORTS

Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	EIA ID of REC Source	EIA ID of Substitute Power	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	Eligible for Grandfathered Emissions?
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		

SPECIFIED NON-RENEWABLE PROCUREMENTS

Facility Name	Fuel Type	State or Province	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		

PROCUREMENTS FROM ASSET-CONTROLLING SUPPLIERS

Facility Name	Fuel Type	N/A	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		
									-	-	#N/A		

END USES OTHER THAN RETAIL SALES	MWh

2023 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 3: POWER CONTENT LABEL DATA
For the Year Ending December 31, 2023
Redwood Coast Energy Authority
REpower+

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
Renewable Procurements	6,909	100.0%
Biomass & Biowaste	-	0.0%
Geothermal	-	0.0%
Eligible Hydroelectric	2,303	33.3%
Solar	2,303	33.3%
Wind	2,303	33.3%
Coal	-	0.0%
Large Hydroelectric	-	0.0%
Natural gas	-	0.0%
Nuclear	-	0.0%
Other	-	0.0%
Unspecified Power	-	0.0%
Total	6,909	100.0%

Total Retail Sales (MWh)	6,909
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GHG Emissions Intensity (converted to lbs CO₂e/MWh)	-
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Percentage of Retail Sales Covered by Retired Unbundled RECs	0.0%
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**2023 POWER SOURCE DISCLOSURE ANNUAL REPORT
ATTESTATION FORM
For the Year Ending December 31, 2023
Redwood Coast Energy Authority
REpower+**

I, Forrest Novotny, Power Resource Specialist, declare under penalty of perjury, that the information provided in this report is true and correct, subject to modification following audit and resolution of the WREGIS software issues, and that I, as an authorized agent of Redwood Coast Energy Authority, have authority to submit this report on the retail supplier's behalf. I further declare that all of the electricity claimed as specified purchases as shown in this report was sold once and only once to retail customers.

Name: Forrest Novotny

Representing: Redwood Coast Energy Authority

Signature: *Forrest Novotny*

Dated: 8/26/2024

Executed at: 633 3rd Street, Eureka, CA 95501



REDWOOD COAST Energy Authority

STAFF REPORT Agenda Item #4.5

AGENDA DATE:	September 26, 2024
TO:	Board of Directors
PREPARED BY:	Lori Biondini, Director Business Planning and Finance
SUBJECT:	Procurement Policy, Investment Policy and Financial Management Policy Update

SUMMARY

Staff has been working closely with RCEA General Counsel on drafting two new financially related policies for RCEA. Staff referenced applicable California government codes provided by General Counsel in addition to best practices of other Joint Powers Authorities and Community Choice Aggregators when writing and settling on the attached versions.

The first is a Procurement Policy to provide guidelines for purchasing activities, including soliciting and contracting. The policy designates a Purchasing Agent for RCEA and sets the Agent's spending authority at \$50,000 per individual vendor/contractor, per year. The policy also describes standards of conduct, authorized procurement methods, and public contracting procedures. The policy also states a preference for environmentally beneficial and local purchasing, with definitions.

The second is an Investment Policy to provide guidelines for the management of RCEA funds, including cash, deposits and investments. The policy describes investment objectives, standard of care and authority for management of funds, and lists the authorized investments that Staff is recommending. Within the investments permitted by California Government Code, staff chose a narrowed list to include in this policy based on the likelihood of such investments being made, but the list can be expanded in the future through a policy update, if needed.

The Board adopted a Financial Management Policy in June 2017, and subsequent updates in December 2021, which defines financial responsibilities, including authorizing the Executive Director's spending authority at \$20,000 per vendor/contractor, per year. If the Procurement Policy is adopted as presented, the Financial Management Policy should be updated to reflect the increase of ED spending authority to \$50,000.

RECOMMENDED ACTIONS:

Adopt Resolution 2024-11 adopting a Procurement Policy, Investment Policy and amending the Financial Management Policy.

ATTACHMENT:

Resolution 2024-11, including associated policies.

RESOLUTION NO. 2024-11

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE REDWOOD COAST ENERGY AUTHORITY
AMENDING THE RCEA FINANCIAL MANAGEMENT POLICY, ADOPTING A
PROCUREMENT POLICY, AND ADOPTING AN INVESTMENT POLICY**

WHEREAS, RCEA is committed to implementing and maintaining a robust set of policies that align with local government best practices to support RCEA’s effectiveness and establish a solid organizational foundation for RCEA’s programs and projects; and

WHEREAS, the RCEA Board of Directors wishes to establish processes to ensure that RCEA’s finances are managed transparently, efficiently, and with responsible stewardship; and

WHEREAS, since the adoption of the RCEA Financial Policy in 2017, the agency’s procurement needs, funds, and cash management responsibilities have grown.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Redwood Coast Energy Authority hereby adopts the following Procurement Policy, Investment Policy, and amended RCEA Financial Management Policy as set forth in Appendix A attached.

Adopted this ____ day of _____, 2024

ATTEST:

Sarah Schaefer, RCEA Board Chair

Lori Taketa, Clerk of the Board

Date: _____

Date: _____

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2024-11 passed and adopted at a regular meeting of the Redwood Coast Energy Authority, County of Humboldt, State of California, held on the ____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Clerk of the Board, Redwood Coast Energy Authority

Appendix A

Amended Redwood Coast Energy Authority Financial Management Policy, RCEA Procurement Policy, and RCEA Investment Policy

REDWOOD COAST ENERGY AUTHORITY PROCUREMENT POLICY

1.0 GENERAL PROVISIONS

1.1 Purpose¹ The purpose of this Procurement Policy is to establish clear guidelines for authorization, soliciting, and appropriate conduct of purchasing activities relating to the acquisition of approved goods and services. This policy is intended to promote impartial, transparent, and fair processes that seek to provide the best value for RCEA and ensure compliance with federal and state requirements. All purchases must be made in accordance with this policy, other RCEA policies and procedures, as well as any and all applicable laws and are subject to audit at any time.

1.2 Purchasing Agent²

1.2.1 Designation. The Executive Director is designated the Purchasing Agent for RCEA. As Purchasing Agent, the Executive Director may, in accordance with all requirements of this Policy, purchase supplies, materials, equipment and goods, and contract for services and public works projects. No less frequently than annually, the Executive Director shall prepare procedures to implement the Procurement policy, including naming any designees and/or setting contract approval authority and spending limits for Department Directors and other RCEA employees.

1.2.2 Limit of Spending Authority. Except as otherwise specified in this Policy or approved by the Board of Directors, the Executive Director is authorized to purchase supplies, materials, equipment and goods, and contract for services and public works projects up to and including \$50,000.00. The Board of Directors shall approve the procurement of all supplies, materials, equipment and goods, and contract for services and public works projects that exceed \$50,000.00.

1.3 Other Responsibilities

1.3.1 Finance Director. Assists the Purchasing Agent with the following:

- 1.3.1.1 Prepare, maintain, and amend procedures to implement the Procurement Policy.
- 1.3.1.2 Help departments in matters related to identifying supply sources, examining alternative products, order follow-up, and adherence to contract terms and conditions.
- 1.3.1.3 Determining the appropriate method of acquisition and solicitation.
- 1.3.1.4 Purchasing, rent, or lease of supplies, equipment and services.
- 1.3.1.5 Sell, lease, trade, or otherwise dispose of property that is no longer needed for RCEA use.
- 1.3.1.6 Registration of any equipment

1.3.2 Department Directors. Assists the Purchasing Agent and/or designees with the following:

¹ Public Contract Code §§100, 20150.5; Government Code §§25508, 54202

² Government Code §§25500 et seq.; Public Contract Code §20132

- 1.3.2.1 Ensure that all purchases within their department are made for RCEA business and make appropriate use of RCEA funds.
- 1.3.2.2 Submit requests for the acquisition of goods and services in a manner suitable to the type of solicitation required.
- 1.3.2.3 Assure all requests are properly budgeted.
- 1.3.2.4 Provide adequate descriptions, specifications, scopes of work, or other instructions to assure a clear understanding of the requirements, including special conditions required by any grant or outside funding source to be used for the purchase.
- 1.3.2.5 Provide punctual responses to questions throughout the procurement process.
- 1.3.2.6 Provide adequate inspection, receiving, and quality control practices for all purchases.
- 1.3.2.7 Assure receipt and payment are consistent with the approved contract and payment terms.
- 1.3.2.8 Consult with the Finance Director and Purchasing Agent as needed for assistance with resolving problems with product or service delivery and vendor performance.

2.0 STANDARDS OF CONDUCT FOR PURCHASING AND PROCUREMENT ACTIVITIES³

2.1 Policy Statement. It is RCEA's policy to promote government integrity and guard against the actual and appearance of impropriety by prescribing the following standards of ethical conduct for all procurement and purchasing activities. All employees shall adhere to following standards of conduct when engaged in any procurement activities.

- 2.1.1 Employees shall discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors and to foster public confidence in the integrity of RCEA's procurement system.
- 2.1.2 Employees shall not solicit, demand, accept or agree to accept a gratuity, an offer of employment or any other benefit in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement, specification, standard, solicitation or contract.
- 2.1.3 Employees shall not participate directly or indirectly in a procurement when the employee knows that:
 - The employee or any member of the employee's immediate family has a personal financial interest pertaining to the procurement;
 - A business or organization in which the employee, or any member of the employee's immediate family, has a personal financial interest pertaining to the procurement; or
 - Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning employment is involved in the procurement.

³ Government Code §§4525 et seq., 4529.10 et seq.

2.2 Discovery of an Actual or Potential Conflict of Interest. Upon discovery of an actual or potential conflict of interest, an employee shall promptly withdraw from further participation in the transaction involved and notify their immediate supervisor. The supervisor will consult with their director (or in the case of an actual or potential conflict of the Executive Director, with RCEA General Counsel) to determine whether an actual or potential conflict of interest exists and the appropriate mitigation if necessary. If there is a possibility that participation would create an appearance of conflict but not an actual or potential conflict, the Director shall consult with the Executive Director and General Counsel for direction on how to mitigate such appearance of conflict. In the case of an appearance of a conflict of interest by the Executive Director, the Executive Director shall consult with the Chair of the Board of Directors and General Counsel for direction on how to mitigate such appearance of conflict.

2.3 Discipline for Violation. The violation of any of these Standards will subject the violator to disciplinary action deemed appropriate by the Executive Director, up to and including dismissal.

2.4 Supplier, Contractor Ethics

2.4.1 It shall be a violation of ethical standards for any third party to offer, give, or agree to give any RCEA employee a gratuity, an offer of employment or any other benefit in connection with any RCEA decision, approval, disapproval, recommendation, specification, standard, solicitation or contract.

2.4.2 It shall be a violation of ethical standards for any person or firm to present false documents to RCEA or falsely represent its firm.

2.4.3 Suppliers and contractors shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with RCEA's best interests. This obligation shall apply to suppliers' and contractors' employees, agents, subcontractors, and third parties associated with accomplishing work for RCEA.

2.4.4 A violation of Supplier, Contractor Ethics may result in disqualification of the third party, or other parties involved in the conduct, from consideration of any procurement awards.

2.4.5 Any prospective contractor who develops or drafts specifications, requirements, statements of work, or other documents relevant to a particular procurement is excluded from competing for such procurements.

2.5 Personal Purchases. RCEA employees shall not make personal purchases, or cause them to be made, through RCEA's procurement system unless such purchases have been authorized by the Board as a special program available to all RCEA employees.

3.0 PROCUREMENT METHODS

3.1 Competitive Procurement. It is RCEA's responsibility to make appropriate use of public and rate-payer funds and promote transparency through the use of open and full competition to the maximum extent possible. Contracts for the purchase of goods and services shall be awarded as the result of a competitive process, except as otherwise

provided for in this policy or by law. Purchases shall not be artificially divided to circumvent any competitive bidding requirement. In addition, no department or employee shall draft or cause to be drafted any specifications in such a manner as to limit the bidding directly or indirectly to any one specific vendor or any specific brand, product, thing, or service, except for those items that are standardized for a particular purpose, are approved as exempt from competitive bidding requirements, or are approved as sole source purchases.

3.1.1 Dollar Thresholds for Purchases The following thresholds apply to procurement activities for the purchase of any goods or services required by RCEA departments where a competitive process is required, except for public projects:

- Mid-Sized Purchases. Purchases of supplies or equipment where the amount is more than \$4,000 but not expected to exceed \$10,000 require at least three quotes. Acceptance of a quote that is not the lowest cost is permissible when supported with written justification that the supplier provides best value for RCEA based on specified reasons such as time constraints, past performance, or quality. If only one quote is obtained after reasonable efforts to obtain more, the Department Director will consider whether a Sole Source justification exists and if not whether additional solicitation efforts would result in additional quotes.
- Large Purchases. Purchases of supplies or equipment where the amount is expected to equal or exceed \$10,000, but not exceed the spending limit of the Executive Director, must be supported by at least three quotes and approved by the Executive Director. If only two or fewer price quotations are obtained after reasonable efforts, the Executive Director may proceed to award the contract.
- Formal Solicitations
Purchases of goods or services with an estimated total cost of more than \$50,000 shall be made in accordance with the applicable procedures for competitive sealed solicitations, included but not limited to Invitations for Bids, Requests for Proposals, Requests for Qualifications, Requests for Information and any other formal solicitation method.

3.2 Energy Procurement. RCEA must secure sufficient power resources and energy attributes to serve its customers, comply with State law and meet RCEA's goals. The Executive Director is authorized to enter into agreements in accordance with the RCEA Board-approved Energy Risk Management Policy. Procurement of and contracts for energy (sometimes referred to as Power Purchase Agreements or PPAs) or for energy related products shall be subject to the requirements, approvals, and signing authorities set out in the Energy Risk Management Policy.

3.3 Piggyback or Cooperative Purchasing⁴. Supplies, goods, information technology and services may be procured without convening a competitive procurement process if the supplier has been awarded contracts by the state or other local agencies for the purchase of such supplies or services under a competitive process. RCEA may contract directly with the vendor without additional process if: 1) the prices paid are competitive with comparable products offered in the marketplace, 2) the original procurement was in compliance with the procurement requirements for the originally procuring entity, and 3) the conflict-of-interest provisions of this Policy are adhered to.

⁴ Public Contract Code §§ 10298 – 10299

3.4 Contracts for Certain Professional Services

3.4.1 Professional Services⁵. Professional services require extended analysis, the exercise of discretion, and independent judgment in the performance and/or application of an advanced, specialized type of knowledge, expertise, or training, which is customarily acquired either by a prolonged course of study or equivalent experience in the field. Examples include licensed professionals such as attorneys, accountants, design professionals, and real estate brokers, as well as non-licensed professionals such as software developers, financial, security professionals and other consultants. Such contracts may be awarded only on the basis of demonstrated competence and qualifications necessary for the type of services required, and at a fair and reasonable price.

3.4.1.1 Design and Engineering Professionals⁶. Architectural, design and engineering professionals must specifically be procured in a fair and competitive process that prohibits RCEA employees from participating in the selection process when the employee has a financial or business relationship with any private entity seeking the contract.

3.5 Single and Sole Source Purchases and Contracting.

Single and sole source procurement is generally not permitted except under circumstances specifically identified in this Policy. All single and sole source purchases must be justified in writing, with review and approval by the Executive Director when within the spending limits authorized for the Executive Director, and otherwise by the Governing Board of Directors.

3.5.1 Single Source Procurement Defined. There may be more than one possible source, yet there is a strong compelling reason to only use one specific vendor. Examples of acceptable rationale for single sourcing could be agency standardization or vendor ability to meet time constraints. Repeat business with a vendor or contractor is not justification for a single source.

3.5.2 Sole Source Procurement Defined. Purchases are directed to one source because there is only one particular vendor able to fulfill the procurement need. This may be based upon a lack of competition, copyright or proprietary issues, or a supplier's unique capability.

3.6 Exempt Purchasing. The Board of Directors hereby provides that the following transactions are exempt from the above purchasing and procurement authority limits, provided that such expenditures are consistent with the budget adopted by the Board:

3.6.1 Utilities, where there is no reasonable basis for competitive procurement

3.6.2 Renewal policies for insurance benefits already approved.

3.7 Emergency Purchases⁷. In the case of an emergency, the Executive Director is authorized to take action to repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services and supplies for those purposes without giving notice for bids to

⁵ Government Code §§4525 et seq., 31000, 53060

⁶ Government Code §4529.10 et seq.

⁷ Public Contract Code §§1102, 22050

let contracts. The Executive Director may contact one or more suppliers by telephone or electronically, and, as expeditiously as possible, determine the best price and quality of product or services available from the supplier(s).

3.7.1 For purposes of this Policy, “emergency” means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate attention to prevent or mitigate the loss or impairment of life, health, property, or essential public services including the provision of energy or power to RCEA customers. Before taking action, the Executive Director shall make a finding, based on substantial evidence that the emergency will not permit a delay resulting from a competitive solicitation and that the action is necessary to respond to the emergency.

3.7.2 The Executive Director shall Report to the Board of the Directors at its next meeting the reasons why the emergency will not permit a delay resulting from a competitive solicitation for bids and why the action is necessary to respond to the emergency.

3.7.3 The meeting which the Executive Director shall report to the Board must be not later than seven days after the action, or at the Board of Director’s next regularly scheduled meeting if that meeting is not later than 14 days after the action. Thereafter, the Executive Director shall report to the Board of Directors at least at every regularly scheduled meeting until the action is terminated.

3.7.4 The Board of Directors will review the Executive Director’s report and determine by four-fifths vote whether there is need to continue the action.

3.7.5 The Board of Directors shall terminate the action at the earliest possible date that conditions warrant so that the remainder of the emergency action may be completed by giving notice for bids to let contracts.

4.0 PUBLIC PROJECTS CONSTRUCTION CONTRACTS

4.1 **Public Projects, Defined and Applicability**⁸. A “public project” means a project for the erection, improvement, painting and repair of public buildings and works. The bidding procedures contained in this Policy must be used for all public projects.

4.1.1 Small Public Projects (less than \$4,000)⁹. Public projects that are estimated to cost less than \$4,000, exclusive of the costs of equipment, supplies, materials, plans, specifications and engineering, may be procured by informal procedures, as set forth below, including requests for quotes. Work may be done under purchase order without additional written contract.

4.1.2 Mid-Sized Public Projects (\$4,000 - \$10,000)¹⁰. Public projects that are estimated to cost between \$4,000 and \$10,000, exclusive of the costs of equipment, supplies, materials, plans, specifications and engineering, may be procured by

⁸ Public Contract Code §§20121, 20150.1

⁹ Public Contract Code §20121

¹⁰ Public Contract Code §20150.4

informal or formal bidding procedures, as set forth below. All work must be done under contract rather than by purchase order.

4.1.3 Large Public Projects (\$10,000 and greater)¹¹. Public projects estimated to cost \$10,000 or more, exclusive of the costs of equipment, supplies, materials, plans, specifications and engineering, must be procured using formal bidding procedures. All work must be done under written contract rather than by purchase order.

4.2 **Prevailing Wage**¹². Prevailing wage requirements will apply to, and prevailing wages must be paid on, any “public works” project with total cost in excess of \$1,000. For purposes of prevailing wage requirements, “public works” means the “construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, including work done during preconstruction design, site assessment, tree removal, and feasibility study.”

4.3 **Public Projects Bidding Procedures**

4.3.1 Informal Bidding Procedures (Small and Mid-Sized Projects up to \$10,000)¹³. The following procedures must be followed when using an informal bidding process for small and mid-sized public projects:

- Registering Contractors. Prior to initiating an informal bidding process for a specific public project, RCEA must register contractors in Humboldt County by publishing notice of the opportunity to register with RCEA to be subsequently notified of informal public project bidding opportunities. The list of such contractors is a public record.
- Notice Inviting Bids¹⁴. Notice inviting bids for a specific small to mid-sized public project must be published at least one time in a newspaper of general circulation at least 24 hours prior to the time for opening bids. The Notice must describe the project in general terms and state the closing date for submission of bids. In RCEA’s discretion, the notice may also be published in any trade publication and/or mailed directly to the contractors registered with RCEA.

4.3.2 Formal Bidding Procedures (Large Public Projects \$10,000 and Greater)¹⁵. The following procedures must be followed when using formal bidding process for public projects in excess of \$10,000:

- Notice Inviting Bids. Notice inviting formal bids for a specific public project must be published at least 10 days before the date for opening bids, and must be published at least twice, not less than 5 days apart, in a newspaper of general circulation. The notice must describe the project in general terms

¹¹ Public Contract Code §§ 20121, 20150.1

¹² Labor Code §§1720, 1771

¹³ Public Contract Code §§20150.4 - 20150.7

¹⁴ Government Code §6061

¹⁵ Public Contract Code §§ 20121, 21024, 20125, 20128, 20129, 20150.8

and state the closing date for submission of bids. In RCEA's discretion, the notice may also be published in any trade publication.

- Project Plan Adoption. The RCEA Board of Directors must adopt the plans, specifications and working details for all public projects expected to exceed \$10,000.
- Contract Award. Contract awards shall be made by the Board of Directors to the lowest responsible bidder.

4.3.3 No Bid Splitting¹⁶. RCEA is committed to a program of purchasing competitively and wisely from responsible parties that are properly suited to the job intended, both as to price and quality. Purchase requisitions may not be artificially divided or split to circumvent any competitive bidding requirement. In addition, specifications may not be drafted in such a manner as to limit the bidding directly or indirectly to any one specific concern, or any specific brand, product, thing, or service. Certain items are approved as exempt from competitive bidding requirements or are approved as sole source purchases as provided for under this Policy.

5.0 ENVIRONMENTALLY PREFERABLE PURCHASING

RCEA's goal is to reduce greenhouse gas emissions generated by its operations whenever practicable. In this endeavor, terms and conditions of all solicitations shall encourage, whenever possible, services and products that are proven to be beneficial to the environment. Except when otherwise prohibited, whenever RCEA acquires services and/or supplies by purchase or contract, the Purchasing Agent, in evaluating the price or bid of shall award a fifteen percent preference on the price submitted involving the following environmentally beneficial attributes:

- Recycled Content: recycled product includes all non-hazardous materials, goods, and supplies and must contain at least 50 percent by weight secondary and/or postconsumer material, with at least 10 percent being post-consumer recycled product shall include any product which could have been disposed of as solid waste at the completion of its life cycle as a consumer item, but which otherwise is refurbished for reuse without substantial alteration of its form.
- Greener Products and Services: products that meet the standards and have ecolabels/certifications in their respective category (e.g. Energy Star for electronics) per the Environmental Protection Agency (EPA)'s [Recommendations of Specifications, Standards and Ecolabels](#).

6.0 HUMBOLDT COUNTY PREFERENCE

In recognition of the economic benefits provided by business located within RCEA's jurisdiction, a local preference credit of 5%, for Humboldt County businesses shall be permitted when evaluating competitive solicitations for supplies, equipment, materials and services that are not part of a public project. A Humboldt County business is defined as 1) conducting business in an office with a physical location within the County of Humboldt; and 2) holding a valid business license issued by the County of Humboldt or any City within the County. The Purchase Agent's determination regarding a business' local preference credit shall be final.

¹⁶ Public Contract Code §§100, 20120 et seq., 20123.5

7.0 SURPLUS PROPERTY DISPOSAL¹⁷

The term surplus property shall mean any property other than real property that is no longer needed or useable by RCEA. Any item of surplus property of an estimated value of one thousand dollars (\$1,000.00) or less may be declared surplus to RCEA needs by the Purchasing Agent. Any other item may be declared surplus by the Board of Directors.

7.1 Surplus Property Disposal Procedures. The Purchasing Agent is responsible for the disposition of all declared surplus property. The Purchasing Agent shall determine which of the following methods of disposition to use; the priority for disposition shall be in the order listed below:

7.1.1 Trade In. Surplus property may be offered as a trade-in for credit toward the acquisition of new property. All trade-in offers will be submitted for the review and approval of the Purchasing Agent.

7.1.2 Return to Manufacturer. Surplus property may, when possible, be returned to the manufacturer for buy-back or credit toward the purchase of new property.

7.1.3 Sale. Surplus property may be offered for sale. All surplus property is for sale “as-is” and “where-is” with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility, or usability of the property offered for sale. Proceeds received from the sale of surplus property shall be paid into the RCEA treasury. Appropriate methods for sale are as follows:

- Public Auction: A public auction must convey surplus property to the highest bidder, for cash. A public auction sale or lease may be made at such place as the Board approves by vote. Notice of the sale or lease shall be given for five days prior thereto either by publication in a newspaper published in the county or by posting in three public places in the county. If the property does not exceed in value the sum of five hundred dollars (\$500), or the monthly rental value thereof is less than seventy-five dollars (\$75), it may be sold or leased at private sale without advertising authorized by a majority vote of the Board.
- Sealed Bids: Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsive bidder.
- Selling for Scrap: Surplus property with a minimal fair market value may be sold as scrap.

7.1.4 Donation or Disposal. If RCEA is unable to sell surplus property after using the methods provided in sections above, or if the cost of locating a buyer exceeds the estimated sale price of surplus property, the property may be donated to another public agency, educational institution, or registered non-profit entity under 501(c)(3) upon written request and determination that it is in the public interest to do so.

¹⁷ Government Code §25363

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REDWOOD COAST ENERGY AUTHORITY INVESTMENT POLICY

1.0 PURPOSE

The purpose of this Investment Policy is to provide objectives and guidelines to Redwood Coast Energy Authority (RCEA) officers and employees for the management of cash, deposits and investments (together, “funds”) at RCEA. This Policy covers all funds and investment activities under the direct authority of RCEA, as set forth in the California Government Code, Sections 53600 et seq.

2.0 OBJECTIVES

When managing funds, RCEA’s primary objectives, in order of importance, shall be to safeguard the principal of the funds, meet the liquidity needs of RCEA, and achieve a return on investment on funds in RCEA’s control.

- Safety. Safety of principal is the foremost objective of cash and investment management activities. The investment of funds shall be undertaken in a manner that seeks to ensure the preservation of principal.
- Liquidity. The funds shall remain sufficiently liquid to meet all operating needs that may be reasonably anticipated. Since all possible cash demands cannot be anticipated, the investment of funds in deposits or instruments available on demand is recommended.
- Return on Investment. The deposit and investment portfolio shall be designed with the objective of attaining market rate of return throughout the economic cycle while considering risk and liquidity constraints. The return on deposits and investments is of secondary importance compared to the safety and liquidity objectives described above.

3.0 STANDARD OF CARE

RCEA will manage funds in accordance with the Prudent Investor Standard¹.

4.0 DELEGATION OF AUTHORITY²

The responsibility to manage funds is delegated to the Treasurer of RCEA. The Treasurer may appoint Deputy Treasurers as the Treasurer deems necessary and convenient for the prompt and faithful discharge of its duties to invest and reinvest the funds of RCEA.

¹ Government Code §53600.3.1: “Governing bodies of local agencies or persons authorized to make investment decisions on behalf of those local agencies investing public funds are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.”

² Government Code §53607

RCEA may engage the services of one or more external investment advisers, who are registered under the Investment Advisers Act of 1940, to assist in the management of RCEA's investment portfolio in a manner consistent with this Policy. External investment advisers may also be granted discretion to purchase and sell investment securities in accordance with this Policy. The Treasurer will review this Policy annually and any changes will be submitted to the RCEA Board of Directors for approval.

5.0 ETHICS AND CONFLICT OF INTEREST

All participants in the investment process shall act as custodians of the public trust. The investment portfolio is subject to public review and evaluation and thus all involved in the investment process shall refrain from personal business activity that could create a conflict of interest or the appearance of a conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Employees and investment officials shall disclose to RCEA's General Counsel or designee any material interests in financial institutions with which they conduct business, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of RCEA. Employees and officers shall not accept honoraria, gifts, and gratuities from advisors, brokers, dealers, bankers, or other person with whom RCEA conducts business.

6.0 AUTHORIZED INVESTMENTS³

Within the investments permitted by code, RCEA seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this Policy and code, the more restrictive parameters will take precedence. Percentage holding limits and minimum credit quality requirements listed in this section apply at the time the security is purchased.

- 6.1 Deposits at Bank(s)⁴.** Funds may be invested in non-interest-bearing depository accounts to meet RCEA's operating and collateral needs. Funds not needed for these purposes may be invested in interest bearing depository accounts or Federal Deposit Insurance Corporation (FDIC) insured certificates of deposit with maturities not to exceed five years. Banks must collateralize RCEA deposits beyond the FDIC insured amount. Banks eligible to receive deposits must be federally or state chartered and have a rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory authority. The Treasurer will monitor the credit quality of eligible banks to ensure the safety of RCEA deposits.

³ Government Code §§53600 et seq.

⁴ Government Code §53635.2

- 6.2 Money Market Funds**⁵. Funds may be invested in money market funds that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940.
- 6.3 Local Agency Investment Fund (LAIF)**⁶. Funds may be invested in the Local Agency Investment Fund. The LAIF was established by the California State Treasurer for the benefit of local agencies.
- 6.4 California Joint Power Authority (JPA) Investment Pools**⁷. Funds may be invested in JPAs, such as the California Cooperative Liquid Assets Securities System (CA CLASS), and CalTRUST, that offer pooled investment options.
- 6.5 US Treasury Obligations**. Funds may be directly invested in United States Treasury obligations and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest with a term to maturity not exceeding five (5) years. There are not limits on the dollar amount or percentage that RCEA may invest in U.S. Treasuries.
- 6.6 Federal Agency Securities**. Funds may be directly invested in Federal Agency Securities or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that RCEA may invest in Federal Agency or Government-Sponsored Enterprises with a term to maturity not exceeding five (5) years. No more than 10% of the portfolio may be invested in any single Agency/Enterprise, and the maximum percent of Agency callable securities in the portfolio shall be 10%. Federal agency and GSE obligations must be rated in a rating category of AA or equivalent or better.
- 6.7 Municipal Securities** Funds may be directly invested in municipal securities including obligations of RCEA, the State of California and any local agency within the State of California, provided that:
- The securities are rated in a minimum rating category of “A+” or its equivalent or better by at least one nationally recognized statistical rating organization.
 - No more than 5% of the portfolio may be invested in any single issuer.
 - No more than 20% of the portfolio may be in Municipal Securities.
 - The maximum maturity does not exceed five (5) years.

⁵ Government Code §53601(I)(2); §53601 (I)(4)

⁶ Government Code §§16429 et seq.

⁷ Government Code §6500

7.0 MANAGEMENT OF INVESTMENTS

7.1 Prohibited Transactions.⁸ RCEA shall not invest funds in any security that could result in a zero-interest accrual, or less, if held to maturity. The purchase of foreign currency denominated securities is prohibited. Trading securities for the sole purpose of speculating on the future direction of interest rates is prohibited. Purchasing or selling securities on margin is prohibited. The use of reverse re-purchase agreements, securities lending or any other form of borrowing or leverage is prohibited.

7.2 Portfolio Management. The term to maturity of any funds invested as measured from settlement date to maturity date shall not exceed five (5) years. The Treasurer will allocate funds among authorized investments consistent with the objectives and standards of care outlined in this Policy.

7.3 Due Diligence. Prior to the purchase of an investment the persons authorized to make the investments shall assess the market and market prices using information obtained from available sources including investment services, brokers/dealers, and the media.

7.4 Brokers. To the extent practicable, the Treasurer shall endeavor to complete investment transactions using a competitive bid process whenever possible. Selection of financial institutions and broker/dealers authorized to engage in transactions will be at the sole discretion of RCEA, except where RCEA utilizes an external investment adviser in which case RCEA may rely on the adviser for selection. Institutions eligible to transact investment business with RCEA include:

- Those licensed by the state as a broker-dealer.
- Members of a federally regulated securities exchange.
- Primary government dealers as designated by the Federal Reserve Bank and non-primary government dealers.
- Nationally or state-chartered banks.
- The Federal Reserve Bank.
- Direct issuers of securities eligible for purchase.

Selection of broker/dealers used by an external investment adviser retained by RCEA will be at the sole discretion of the adviser. Where possible, transactions with brokers/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, best efforts shall be made to document quotations for comparable or alternative securities. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities at the same original issue price.

⁸ Government Code §53601.6

The Treasurer shall be prohibited from selecting any broker, brokerage firm, or securities firm that has, within any 48-month consecutive period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board to any member of the RCEA Board, or any candidate for those offices. The brokers/dealers shall be provided with an acknowledge receipt of this Policy.

7.5 Losses. Losses are acceptable on a sale before maturity and may be taken if required to meet the liquidity needs of RCEA or if the reinvestment proceeds will earn an income flow with a present value higher than the present value of the income flow that would have been generated by the original investment, considering any investment loss or foregoing interest on the original investment.

7.6 Delivery and Safekeeping. The delivery and safekeeping of all securities shall be made through a third-party custodian when practical and cost effective as determined by the Treasurer and in accordance with Section 53608. The Finance Manager shall review all transaction confirmations for conformity with the original transaction.

7.7 Risk Management and Diversification.

7.7.1 Credit Risk. Credit risk is the risk that a security or a portfolio will lose some or all its value due to a real or perceived change in the ability of the issuer to repay its debt. RCEA will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the “Authorized Investments” section of this policy are designed to mitigate credit risk in the portfolio.
- No more than 5% of the total portfolio may be deposited with or invested in securities issued by any single issuer unless otherwise specified in this policy.
- RCEA may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or RCEA’s risk preferences.
- If a security owned by RCEA is downgraded to a level below the requirements of this policy, making the security ineligible for additional purchases, the following steps will be taken:
 - Any actions taken related to the downgrade by the investment manager will be communicated to the Treasurer in a timely manner.
 - If a decision is made to retain the security, the credit situation will be monitored and reported to the RCEA Board.

7.7.2 Market Risk. Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. RCEA recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. RCEA will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

RCEA further recognizes that certain types of securities, including variable rate securities, securities with principal paydowns prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. RCEA, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- RCEA will maintain a minimum of \$15 million in cash and overnight investments at all times to provide sufficient liquidity for expected disbursements.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.
- The duration of the portfolio will generally be approximately equal to the duration (typically, plus or minus 20%) of a Market Benchmark, an index selected by RCEA based on RCEA's investment objectives, constraints and risk tolerances.

8.0 AUDITS

RCEA's funds shall be subject to a process of independent review by its external auditors. RCEA's external auditors shall review the investment portfolio in connection with the annual audit for compliance with the Investment Policy. The results of the audit shall be reported to the RCEA Board of Directors.

9.0 REPORTS

9.1 Monthly: The Treasurer will perform a monthly review of the investment function and shall submit a monthly report of all investment transactions to the Board of Directors. Investment transactions are defined as the purchase, sale or exchange of securities.

9.2 Annually: The Treasurer will submit an annual report to the Board of Directors and Executive Director within 45 days of the end of a fiscal year providing the following:

9.2.1 A list identifying the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, the market value and source of the market value information; A statement that the portfolio is in compliance with the Investment Policy and in accordance with Government Code Section 53646 or the manner in which the portfolio is not in compliance; and

9.2.2 A statement of RCEA's ability to meet expenditure requirements for the upcoming 12 months.

REDWOOD COAST ENERGY AUTHORITY

FINANCIAL MANAGEMENT POLICY

1. Introduction

This policy been prepared to define the financial management duties and procedures of the Redwood Coast Energy Authority (RCEA). Their purpose is to ensure that finances are managed transparently, efficiently, and with responsible stewardship. All terms and conditions of other RCEA policies shall apply to this policy. All terms and conditions made pursuant to agreements with grantor agencies and contractors shall apply to this policy. This policy is intended to replace all previous financial management and accounting policies to the extent they are inconsistent.

2. Division of Duties

The following is a list of personnel who have responsibilities for the accuracy and integrity of RCEA's financial management and reporting:

Board of Directors:

- Reviews financial reports.
- Reviews and approves warrants reports of financial transactions.
- Reviews and approves the annual budget as well as interim adjustments.
- Reviews and approves independent financial audits.
- Reviews and approves all contracts for goods and services that will exceed \$250,000 during any fiscal year.
- Designates check signing and disbursement authority, including electronic funds disbursement. Such authority shall include the Board Chair and the Vice Chair.

Executive Director:

- Reviews and approves all financial reports for submission to the Board of Directors.
- Has check signature authority as one of two required signatories.
- Reviews and approves all contracts for goods and services \$250,000 or less during any fiscal year.
- Reviews and approves internal accounting standards and operating procedures and any changes to those procedures.
- Has authority to initiate disbursements and transfer funds, per this policy.

Director of Business Planning and Finance:

- Serves as RCEA Treasurer.
- Approves reconciliations of bank accounts.
- Develops and maintains internal accounting standards and operating procedures to be approved by the Executive Director.
- Reviews and approves electronic funds transfers and submits them to the Executive Director for review and approval. The Executive Director's approval may occur after the funds have been transferred.
- Has check signature authority as one of two required signatories.
- Has authority to initiate disbursements and transfer funds, per this policy.

Deputy Executive Director:

- Reviews reconciliations of bank accounts.
- Reviews and approves electronic funds transfers with the Director of Business Planning and Finance. This may occur after funds have been transferred.
- Has check signature authority as one of two required signatories.
- Has authority to initiate disbursements and transfer funds, per this policy.

3. Spending Authority

The Executive Director is authorized to approve expenditures provided that:

- The expenditure complies with the above division of duties so that contracts reasonably expected to cost \$250,000 or more in any fiscal year be approved by the Board of Directors.
- The expenditure is consistent with all adopted RCEA policies, including but not limited to the Energy Risk Management Policy [and Procurement Policy](#).
- The total cost of the expenditure will not result in exceeding the amount annually budgeted and approved in the applicable category by 5%.

All cash disbursements made by check shall be double-signed by authorized check signors as approved by the Board of Directors. Cash disbursements made by check in excess of \$250,000 for the payment of expenditures not under a contract previously approved by the Board of Directors shall be signed by at least one Board Member who is also an authorized check signor.

All disbursements by electronic funds transfer via the Automated Clearing House (ACH) apparatus shall be approved by two authorized check signors. Such authorization may take the form of an electronic approval or electronic signature. The first approval shall occur prior to the transfer while the second approval may occur subsequent to the transfer. ACH cash disbursement in excess of \$250,000 for the payment of expenditures not under a contract previously approved by the Board of Directors shall be signed by at least one Board Member who is also an authorized check signor.

4. RCEA Treasurer

RCEA's Amended and Restated Joint Powers Agreement establishes that the RCEA Board shall designate a qualified person to service as RCEA Treasurer. The agreement states that Treasurer shall have charge of depositing and maintaining custody of all funds held by the RCEA, and shall maintain strict accountability for all funds and reports of all receipts and disbursements. In addition, the Treasurer shall perform all other duties that may be imposed by applicable law (including Government Code Sections 6505 and 6505.5), RCEA's Joint Powers Agreement, or any rules of the Board.

Through this Policy the Board designates the Director Business Planning and Finance to serve as RCEA Treasurer.

5. Independent Financial Audits

RCEA's Joint Powers Agreement establishes that the RCEA Board shall designate an RCEA Auditor. Through this policy the RCEA Board establishes that it will select a qualified person or entity to perform the function of independent auditor, and that the independent auditor will report directly to the RCEA

Board of Directors and will be selected by the board through a process determined by the Board.

The auditor will be responsible for conducting annual financial audits that will be performed according to generally accepted accounting standards and government auditing standards. Audited financial statements, including the auditor's opinion thereon, will be submitted and presented to the RCEA Board for their review and approval after the financial statements have been reviewed by the Director of Business Planning and Finance and the Executive Director.

The Auditor will complete annual audits in a timely fashion and by no later than 10 months after the end of the applicable fiscal year. It is the responsibility of the Director of Business Planning and Finance, as well as all other RCEA staff, to provide any necessary information to the auditor so that audits can be completed in a timely fashion.

6. Budgeting

RCEA's fiscal year is July 1 to June 30; prior to June 30 of each year the Executive Director will submit to the Board of Directors a proposed operating budget for the fiscal year commencing the following July 1. The operating budget includes proposed expenditures and the means of financing them.

Unless otherwise directed by the Board, the Executive Director will present a preliminary draft budget to the Board of Directors and the public at the regularly scheduled May Board of Directors meeting. The final proposed budget will be presented to the Board at its regularly scheduled June business meeting. The Board may choose to hold additional public hearings or study sessions prior to the June business meeting as it sees fit.

During the course of the year the Board may elect to adopt revisions to the annual budget as needed. The annual budget and any subsequent revisions the Board elects to make will be approved by motion of the Board.

7. Financial Reporting

Staff will provide the RCEA Board with regular financial reports, including disbursements, monthly profit and loss statements, balance sheets, and year-to-date budget versus actual reports. The Board of Directors may request other reports as it sees fit. The Director of Business Planning and Finance will prepare present these reports monthly for review and approval or acceptance by the Board at their monthly meeting and made available to the public through RCEA's website as well as in hard copy at RCEA's main business office.

8. Accounting and Financial Operating Procedures

Consistent with this and other RCEA policies, generally accepted accounting standards, and any applicable laws the Director of Business Planning and Finance will develop and maintain internal accounting operating procedures and standards to guide day-to-day financial operations. These operating procedures, and any subsequent updates or revisions to them, will be approved by the Executive Director and presented to the board, and also made available for public review on RCEA's website as well as in hard copy at RCEA's main business office.

9. Wholesale Power Procurement

To ensure successful operation of the community choice energy (CCE) program, RCEA has contracted an experienced Power Manager who will be executing on RCEA's behalf the preponderance of power transactions as governed by RCEA's Board-adopted Energy Risk Management Policy and RCEA's contract with the Power Manager. Power procurement not included in the authorized transaction types listed in the ERMP, or wholesale power transactions that fall outside of the delegations outlined in the ERMP will be purchased under this policy (e.g. local renewable energy purchase agreements, or transactions exceeding the approved limits).

10. Operating Reserves

During the first 12 months of CCE operations, RCEA will deposit funds in a reserve account such that at least \$5 million is in the account at the end of the first 12 months, and maintain such amount thereafter. The reserve requirement shall be funded from program revenue available after fully funding the aggregate of operating expenses in RCEA's approved budget. After the first 12 months of power procurement, the reserve account will continue to serve as credit support for RCEA power transactions through its contracted Power Manager. The amount in the fund shall be equal or greater than the credit exposure as calculated by the Power Manager on an annual basis.

In the first 12 months of CCE operations RCEA will also establish a minimum operating balance of \$1 million in RCEA's CCE operating account.

In addition to the minimum reserve requirement, the RCEA Board may set additional reserve targets or requirements as it deems appropriate.

11. Bad Debt or Uncollectable Accounts

RCEA shall include in its annual budget a reserve for bad debt or uncollectable accounts. This budgetary reserve will be calculated by the Director of Business Planning and Finance in coordination with RCEA's contracted Power Manager. On an annual basis, if actual collections experience so indicates, the bad debt reserve shall be modified appropriately.



STAFF REPORT
Agenda Item # 4.6

AGENDA DATE:	September 26, 2024
TO:	Board of Directors
PREPARED BY:	Jocelyn Gwynn, Senior Power Resources Manager
SUBJECT:	UC Resource Adequacy Agreement Amendment

BACKGROUND

In 2020, the Board approved a 10-year Resource Adequacy (RA) Agreement with the University of California Regents (UC) for resale of a small portion of Sandrini Sol 1's RA capacity. The agreement helped UC achieve compliance with the California Public Utilities Commission's (CPUC) first procurement mandate under Decision 19-11-016.

Since then, Sandrini has faced numerous delays, the CPUC has adopted a new RA framework, and RCEA and the project developer have executed a contract for co-located energy storage at the Sandrini site. All these developments warrant an amendment to the RA Agreement between RCEA and UC.

SUMMARY

Staff asks the Board to approve an amendment that would make the following substantive changes to the UC RA Agreement.

- Names a second unit from which RCEA will supply RA, the Sandrini Battery Energy Storage System. The storage facility is expected to begin operation approximately one year after Sandrini solar begins operation, at which point the RA will switch from the solar to the storage.
- Incorporates relevant changes to maintain a commensurate contract amount under the new Slice of Day (SOD) RA framework. Under SOD, different technology types receive different RA value, which means the agreement needs different methods to quantify contract amounts when RA is supplied from the solar facility versus the storage facility. Under the original agreement, the contract amount is 0.6 MW. Under the amendment, the contract amount would be 2.2% of the total RA capacity from the solar facility. The contract amount reverts to 0.6 MW from the storage facility once it is online.
- Updates the commercial operation date (COD) milestone and retains the initial COD for compliance purposes.

ALIGNMENT WITH [RCEA'S STRATEGIC PLAN](#)

Not applicable, this is a contract for grid reliability compliance.

EQUITY IMPACTS

Not applicable, this is a contract for grid reliability compliance.

FINANCIAL IMPACT

Relative to the original contract, staff expect some marginal savings under this amendment in the first contract year while the RA is supplied to UC from Sandrini solar. This is due to the change in how the contract amount is quantified and because solar is now worth less in terms of RA than when the contract was executed. The exact amount of savings is uncertain since we do not know exactly how much RA Sandrini solar will be able to deliver. However, once Sandrini storage is operational and for the remaining nine years of the delivery term, no financial impacts are expected relative to the original contract, because the battery storage will provide the same amount of RA each month.

STAFF RECOMMENDATION

Approve Resolution 2024-12 Approving the Form of and Authorizing the Execution of the First Amendment to the Resource Adequacy Agreement with the Regents of the University of California.

ATTACHMENTS

Resolution 2024-12

First Amendment to the RCEA-UC Resource Adequacy Agreement

RESOLUTION NO. 2024-12

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE REDWOOD COAST ENERGY AUTHORITY
APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION
OF THE FIRST AMENDMENT TO THE RESOURCE ADEQUACY AGREEMENT
WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

WHEREAS, Redwood Coast Energy Authority (“RCEA”) entered into a Resource Adequacy (“RA”) Agreement with The Regents of the University of California (“UC”) on October 16, 2020 ("Agreement"), to assist UC with a capacity procurement compliance obligation; and

WHEREAS, the California Public Utilities Commission has enacted substantive changes to the RA compliance program; and

WHEREAS, RCEA and the upstream developer have enacted substantive changes to the project from which RCEA is supplying the RA product to UC under the Agreement; and

WHEREAS, the Parties desire to amend the Agreement as set forth in the amendment provided as Exhibit A (“Amendment”).

NOW, THEREFORE, the Board of Directors of the Redwood Coast Energy Authority resolves as follows:

1. The First Amendment to the Resource Adequacy Agreement between Redwood Coast Energy Authority and The Regents of the University of California is hereby approved.
2. The Executive Director of Redwood Coast Energy Authority is authorized to execute the Amendment substantially in the form attached hereto as Exhibit A on behalf of RCEA, and, in consultation with legal counsel, is authorized to approve any needed future amendment to the Agreement so long as the term, volume, and price are not changed and the amendment does not fundamentally change the business terms of the Agreement or measurably increase risk exposure for RCEA.

Adopted this 26th day of September 2024.

ATTEST:

Sarah Schaefer, RCEA Board Chair

Lori Taketa, Clerk of the Board

Date: _____

Date: _____

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution 2024-12 passed and adopted at a regular meeting of the Redwood Coast Energy Authority, County of Humboldt, State of California, held on the 26th day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Clerk of the Board, Redwood Coast Energy Authority

Exhibit A: First Amendment to Resource Adequacy Agreement with
The Regents of the University of California

**FIRST AMENDMENT TO
RESOURCE ADEQUACY AGREEMENT**

This **FIRST AMENDMENT TO RESOURCE ADEQUACY AGREEMENT** (this “Amendment”), is entered into as of _____, 2024 (the “Effective Date”) by and between Redwood Coast Energy Authority, a California joint powers authority (“Seller” or “RCEA”) and The Regents of the University of California (“Buyer”), each individually a “Party” and collectively, the “Parties”.

RECITALS

WHEREAS, Buyer and Seller entered into that certain Resource Adequacy Agreement, dated October 16, 2020 (the “Agreement”);

WHEREAS, the Parties desire to amend the Agreement as set forth herein; and

WHEREAS, the Parties are entering into this Amendment in accordance with Section 17.8 of the Agreement to implement such amendments.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendments to the Agreement.

- a. Section A of the Cover Sheet (Unit Information) is hereby deleted in its entirety and replaced with the following:

Unit 1:

Unit Name:	EDPR CA Solar Park II LLC
Location:	Kern County, CA
CAISO Resource ID:	To be assigned by CAISO
Unit SCID:	To be assigned by CAISO
Unit NQC:	To be assigned by CAISO (27 MW August NQC under CY 2021 Solar ELCC Factors)
Unit EFC:	N/A
Resource Type:	Solar
Path 26 (North or South):	North
Local Capacity Area (if any, as of Effective Date):	N/A
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment:	None
Run Hour Restrictions:	N/A

Unit 2:

Unit Name:	Sandrini BESS Storage LLC
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Location:	Kern County, CA
CAISO Resource ID:	To be assigned by CAISO
Unit SCID:	To be assigned by CAISO
Unit NQC:	To be assigned by CAISO (92 MW August NQC expected)
Unit EFC	N/A
Resource Type:	Battery Storage
Path 26 (North or South):	North
Local Capacity Area (if any, as of Effective Date):	N/A
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment:	None
Run Hour Restrictions:	N/A

- b. Section D of the Cover Sheet (Contract Quantities) is hereby deleted in its entirety and replaced with the following:

For the period of time from Initial Delivery Date through the occurrence of all of the following (a) the Commercial Operation Date of Unit 2 has occurred, and (b) the CAISO has determined that the deliverability status has been transferred from Unit 1 to Unit 2, and (c) Unit 2 is available to be included in a Supply Plan for Buyer, the Contract Quantity shall be delivered from Unit 1 and shall equal:

Contract Quantity: Two point two percent (2.2%) of the RA Capacity made available to Seller for each hour of each Showing Month by Developer for Unit 1.

RA Attributes: Two point two percent (2.2%) of the NQC made available to Seller for each hour of each Showing Month by Developer for Unit 1.

Local RA Attributes: N/A

Flexible RA Attributes: N/A

For the period of time following the occurrence of all of the following (a) the Commercial Operation Date of Unit 2 has occurred, and (b) the CAISO has determined that the deliverability status has been transferred from Unit 1 to Unit 2, and (c) Unit 2 is available to be included in a Supply Plan for Buyer, the Contract Quantity shall be delivered from Unit 2 and shall equal:

Contract Quantity: 0.60 MW of RA Attributes, as set forth below

RA Attributes: 0.60 MW NQC (for a storage unit with four (4) hours of continuous discharge, meaning 0.60 MW NQC will be available for Buyer to show for a maximum of four (4) hours on its Resource Adequacy Plan)

Local RA Attributes: N/A

Flexible RA Attributes: N/A

- c. Section G of the Cover Sheet (Milestones) is hereby deleted in its entirety and replaced with the following:

Milestone	Date for Completion
Evidence of Site control for Unit 1	Complete
Evidence of Site control for Unit 2	Complete
Executed Interconnection Agreement	Complete
Expected Construction Start Date for Unit 1	Complete
Expected Construction Start Date for Unit 2	May 1, 2025
Original Expected Commercial Operation Date for Unit 1	December 31, 2022
Expected Commercial Operation Date for Unit 1	November 1, 2024
Expected Commercial Operation Date for Unit 2	December 31, 2025

- d. Section I of the Cover Sheet (Notices) is hereby deleted in its entirety and replaced with the following:

Buyer Notices

Delivery Address:

1111 Franklin Street
Oakland, CA 94607

Mail Address:

Attn: Cynthia Clark
Title: Clean Power Program Director
Phone: [REDACTED]
Email: [REDACTED]

DUNS: 00-398-5512

Federal Tax ID Number: 94-3067788

Invoices & Payments:

Attn: Matthew Kozuch
Phone: [REDACTED] and
Email: [REDACTED]

Scheduling:

Attn: Jaclyn Harr
Account Director - California
Phone 1: [REDACTED]
Email: [REDACTED]

Wire Transfer:

BNK: Bank of America
ACH Routing No.: [REDACTED]

Seller Notices

Delivery Address:

633 3rd St
Eureka, CA 95501

Mail Address:

Attn: Richard Engel
Title: Director of Power Resources
Phone: [REDACTED]
Email: [REDACTED]
With cc to [REDACTED]
and [REDACTED]

DUNS: [REDACTED]

Federal Tax ID Number: [REDACTED]

Invoices & Payments:

Attn: Accounting
Phone: 707-269-1700, ext. [REDACTED]
Email: [REDACTED]

Scheduling:

Attn: The Energy Authority designated as
Buyer's SC
Day Ahead Desk Phone: [REDACTED]
Real Time Desk Phone: [REDACTED]
Email: [REDACTED]

Wire Transfer:

BNK: Umpqua Bank
ABA: [REDACTED]

WIRE Routing No.: [REDACTED]
ACCT: [REDACTED]

ACCT: [REDACTED]

Credit and Collections:

Attn: Cynthia Clark
Clean Power Program Director
Phone: [REDACTED]
Email: [REDACTED] and
[REDACTED]

Credit and Collections:

Attn: Lori Biondini
Director of Business Planning and Finance
Phone: [REDACTED]
Email: [REDACTED]

Notices of an Event of Default to:

Attn: Cynthia Clark
Clean Power Program Director
Phone: [REDACTED]
Email: [REDACTED] and
[REDACTED]

Notices of an Event of Default to:

Attn: Lori Biondini
Director of Business Planning and Finance
Phone: [REDACTED]
Email: [REDACTED]

With additional Notices of an Event of Default to:

Attn: Nick Edwards, UC Legal
Phone: [REDACTED]
Email: [REDACTED]

With additional Notices of an Event of Default to:

Nancy Diamond, RCEA General Counsel
Phone: [REDACTED]
Email: [REDACTED]

- e. Section 1.15 is hereby deleted in its entirety and replaced with the following:

“Commercially Operable” with respect to the Project, is a condition occurring after such time as the Developer has confirmed in writing to Seller that Unit 1 or Unit 2, as applicable, has achieved commercial operation.

- f. Section 1.31 is hereby deleted in its entirety and replaced with the following:

“Developer” means, as applicable, (a) EDPR CA Solar Park II LLC, a Delaware Limited Liability Company, with respect to Unit 1, and/or (b) Sandrini BESS Storage LLC, a Delaware limited liability company, with respect to Unit 2.

- g. Section 1.57 is hereby deleted in its entirety and replaced with the following:

“Interconnection Agreement” means the interconnection agreement entered into by Developer pursuant to which the Project and the Interconnection Facilities for Unit 1 and Unit 2 will be interconnected with the Transmission System during the Delivery Term.

- h. Section 1.58 is hereby deleted in its entirety and replaced with the following:

“Interconnection Facilities” means the interconnection facilities, control and protective devices and metering facilities required to connect Unit 1 and Unit 2 with the Transmission System in accordance with the Interconnection Agreement.

- i. Section 1.85 is hereby deleted in its entirety and replaced with the following:

“Project” means the co-located units described in Section A of the Cover Sheet and in Exhibit D. The Project includes two units: (a) a 100 MW solar photovoltaic generating unit that is that is being developed by EDPR CA Solar Park II LLC, a Delaware Limited Liability Company (Unit 1) and (b) a co-located 92 MW / 368 MWh lithium-ion energy storage facility being developed by Sandrini BESS Storage LLC, a Delaware limited liability company (Unit 2).

- j. Section 1.117 is hereby deleted in its entirety and replaced with the following:

“Unit” or “Units” shall mean, as applicable, Unit 1 and/or Unit 2, as described in Section A of the Cover Sheet and Exhibit D hereof (including any Replacement Units), from which RA Capacity is provided by Seller to Buyer. A Unit or Replacement Unit may not include a coal-fired or nuclear generating resource. As used herein, Unit shall refer to the unit from which the Contract Quantity is to be delivered in accordance with Section D of the Cover Sheet.

- k. Sections 2.3(a)-(c) are hereby deleted in their entirety and replaced with the following:

(a) Seller shall have caused Unit 1 to become Commercially Operable.

(b) Seller shall have secured all CAISO and Governmental Approvals as are necessary for the safe and lawful operation and maintenance of Unit 1 and to enable Seller to deliver the Product to Buyer, including at the Contract Quantity.

(c) Seller or Seller’s agent shall have constructed or caused to be constructed Unit 1 as of the Initial Delivery Date in accordance with this Agreement to enable Seller to satisfy the obligations of the Seller herein, including the provision of the Product from Unit 1.

- l. Section 3.3 is hereby deleted in its entirety and replaced with the following:

[Reserved]

- m. Section 3.5(d) is hereby deleted in its entirety.

- n. Section 10.3(m) is hereby deleted in its entirety and replaced with the following:

The Project as constructed, operated, and maintained by Developer corresponds with the Description of Project provided in Exhibit D of this agreement and the Storage Operational Characteristics described in Exhibit E of this agreement.

- o. In Article 11 (Confidentiality), “§ 6250” is replaced with “§ 7920, as may be modified, amended, supplemented or updated from time to time”.

- p. Section 16.1 is hereby deleted in its entirety and replaced with the following:

Progress Reports. Seller shall timely provide Buyer notice of material events that may cause delays in the achievement of the COD by Developer. Seller shall timely provide to Buyer project development information and documentation necessary to comply with relevant reporting requirements of any Governmental Body or Governmental Authority.

- q. Section 16.2(a) is hereby deleted in its entirety and replaced with the following:

Commercial Operation Date. “Commercial Operation Date” means the date on which Unit 1 or Unit 2, as applicable, became Commercially Operable, as stated by Seller in the written notice provided to Buyer substantially in the form of Exhibit C (the “COD Certificate”), subject to Buyer’s acknowledgement to Seller in writing that Buyer agrees that the Commercial Operation Date with respect to Unit 1 or Unit 2, as applicable, has been achieved.

- r. Section 16.2(b) is hereby deleted in its entirety and replaced with the following:

Termination for Failure to Achieve Commercial Operation. If Unit 1 has not achieved the Commercial Operation Date on or before the Initial Delivery Date Deadline despite commercially reasonable efforts by Seller, then Buyer may terminate this Agreement upon thirty (30) days’ written notice without any further obligation to the other Party. In addition, if the contract for the construction of either Unit 1 or Unit 2 with the applicable Developer is terminated and not replaced, then Seller may terminate this Agreement on thirty (30) days’ written notice without any further obligation to Buyer. For avoidance of doubt, if either Party terminates the Agreement pursuant to this section 16.2(c), such termination shall not constitute an Event of Default and the terminating Party shall not, on the basis of such termination, owe the other Party any damages or any Termination Payment.

- s. Exhibit C is hereby deleted in its entirety and replaced with Exhibit C attached to this Amendment.
- t. Exhibit D is hereby deleted in its entirety and replaced with Exhibit D attached to this Amendment.
- u. Exhibit E is hereby deleted in its entirety and replaced with Exhibit E attached to this Amendment.
- v. Exhibit F is hereby deleted in its entirety and replaced with Exhibit F attached to this Amendment.

2. General.

- a. Definitions: Interpretation. All capitalized terms used in this Amendment (including the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Agreement.
- b. Agreement Otherwise Not Affected. Except for the amendments pursuant hereto, the Agreement remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects. The execution and delivery of, or acceptance of, this Amendment and any other documents and instruments in connection herewith by either Party shall not be deemed to create a course of dealing or otherwise create any express or implied duty by it to provide any other or further amendments, consents, or waivers in the future.
- c. Entire Agreement. This Amendment constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all oral communication or prior writings related thereto.

- d. Binding Effect. This Amendment shall be binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns.
- e. No Reliance. Each Party hereby acknowledges and confirms that it is executing this Amendment on the basis of its own investigation and for its own reasons without reliance upon any agreement, representation, understanding or communication by or with the other Party or its agents, representatives or attorneys not set forth within the Agreement or this Amendment.
- f. Costs and Expenses. Each Party shall be responsible for any costs and expenses incurred by such Party in connection with the negotiation, preparation, execution and delivery of this Amendment and any other documents to be delivered in connection herewith.
- g. Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, CONSTRUED, AND ENFORCED UNDER THE LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER STATE.
- h. Amendments. This Amendment may not be modified, amended or otherwise altered except by written instrument executed by the Parties' duly authorized representatives.
- i. Interpretation. This Amendment is the result of negotiations between and has been reviewed by counsel to each of the Parties and is the product of all Parties hereto. Accordingly, this Amendment shall not be construed against either Party merely because of such Party's involvement in the preparation hereof.
- j. Counterparts. This Amendment may be executed and delivered in counterparts, all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Amendment by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the Effective Date.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

REDWOOD COAST ENERGY AUTHORITY,
a California joint powers authority

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVAL DRAFT

EXHIBIT C: FORM OF COMMERCIAL OPERATION DATE CERTIFICATE

This certification (“Certification”) of Commercial Operation is delivered by [Seller], a California joint powers authority (“Seller”) to [Buyer] (“Buyer”) in accordance with the terms of that Agreement dated [date] (“Agreement”) by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

As of _____ [DATE] _____, Seller hereby certifies and represents to Buyer the following:

- a) [Unit 1] [Unit 2] is fully operational, reliable and interconnected, fully integrated and synchronized with the Transmission System.
- b) The applicable Developer has installed equipment for [Unit 1] [Unit 2] with a nameplate capacity of no less than ninety-five percent (95%) of the contract capacity expected for such unit.
- c) [Unit 2 is fully capable of charging, storing and discharging energy up to no less than ninety-five percent (95%) of the contract capacity expected for such unit and receiving instructions to charge, store and discharge energy, all within the operational constraints and subject to the applicable Storage Operational Characteristics.]
- d) Authorization to parallel [Unit 1] [Unit 2] was obtained by the Participating Transmission Owner, [Name of Participating Transmission Owner as appropriate] on _____ [DATE] _____.

SELLER or SELLER’S AGENT:

Signature: _____
Name: _____
Title: _____
Date: _____

ENGINEER

Signature: _____
Name: _____
Title: _____
Date: _____

EXHIBIT D: DESCRIPTION OF PROJECT

The following describes the Project to be constructed, operated and maintained through the Term in accordance with the Agreement.

For Unit 1:

Unit 1 name: EDPR CA Solar Park II LLC
Resource type: Solar PV
Nameplate capacity: 100 MW
Location: Kern County, CA
CAISO transmission access charge area: PG&E
Point of interconnection: Wheeler Ridge 70kV
Existing zone: NP-15
PNode: TBD
CAISO Resource ID: TBD
Substation: Wheeler Ridge

For Unit 2:

Unit 2 name: Sandrini BESS Storage LLC
Resource type: Battery Storage
Nameplate capacity: 92 MW
Location: Kern County, CA
CAISO transmission access charge area: PG&E
Point of interconnection: Wheeler Ridge 70kV
Existing zone: NP-15
PNode: TBD
CAISO Resource ID: TBD
Substation: Wheeler Ridge

EXHIBIT E: STORAGE OPERATIONAL CHARACTERISTICS

Unit 2 Pmax = TBD

Unit 2 roundtrip efficiency = █ %

Unit 2 discharge duration = four (4) hours of continuous discharge

Unit 2 maximum cycles per day = █

Unit 2 maximum cycles per year = █

Unit 2 pairing = co-located with Unit 1

Unit 2 grid charging capability = yes

Unit 2 interconnection capacity limit = █ MW

APPROVAL DRAFT

EXHIBIT F: [RESERVED]

APPROVAL DRAFT

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**STAFF REPORT
Agenda Item # 4.7**

AGENDA DATE:	September 26, 2024
TO:	Board of Directors
PREPARED BY:	Jocelyn Gwynn, Senior Power Resources Manager
SUBJECT:	North Coast Highway Solar Feed-In Tariff PPA Amendments

BACKGROUND

In Q2 2020, the Board approved Power Purchase Agreements (PPA) with the North Coast Highway Solar (NCHS) 1 and 2 Feed-In Tariff (FIT) projects, being developed in Hydesville. The projects were originally contracted with a commercial operation date (COD) of November 2021 but have experienced a number of delays including change in ownership of the projects, permitting, site control and access, and interconnection issues. Due to some of these delays, staff allowed a 12-month extension of the NCHS CODs without penalties, pursuant to the FIT PPA terms.

In August 2021, the Board approved a revision to the FIT Program, including all executed contracts, reducing the daily delay damages rate from \$0.20 per kilowatt of contracted capacity per day to \$0.10/kW/day, to make the program less punitive on delays. The developer of the NCHS projects, EDP Renewables (EDPR), has been diligently paying these delay damages since missing their extended COD, while continuing to advance development of the local project in spite of significant challenges. The current expected COD for the projects is October 2025.

SUMMARY

Staff asks the Board to approve an amendment that would reduce the daily delay damages rate as the project achieves certain milestones. The developer is currently choosing to pay delay damages and continue to develop the project in good faith instead of terminating the PPAs. However, they have reported to staff that the project is at risk of failure at the current damages rate, as the project’s COD continues to be pushed out due to delays outside the developer’s control. Staff believe that a reduction in the delay damage rate is necessary to ensure the project’s success, which is an important part of RCEA’s local development goals. Additionally, the amount of delay damages being collected from the projects is nominal with respect to RCEA’s budget and financial wellbeing, given the small project size.

The following is the revised daily delay damages rate schedule in the proposed amendments:

- 1) The rate will reduce to \$0.075/kW/day **upon completion of the PG&E pole restudy.**
- 2) The rate will reduce to \$0.05/kW/day **upon approval of the conditional use permit.**
- 3) The rate will reduce to \$0.025/kW/day upon commencement of construction.

ALIGNMENT WITH [RCEA'S STRATEGIC PLAN](#)

The FIT program and projects advance many of the agency's strategic goals, a subset of which are:

- *4.1.1 Maximize the Use of Local Renewable Energy to the Extent Technically and Economically Feasible and Prudent.*
- *4.1.7.3 Provide Feed-In-Tariff Power Procurement Program for Small Generators.*
- *4.1.8.2 Procure Local Solar Energy.*

EQUITY IMPACTS

N/A, these are amendments to existing contracts.

FINANCIAL IMPACT

Assuming the project achieves COD in October 2025, these amendments would result in approximately \$50,000 less in liquidated damages collected from the developer than if the PPAs were not amended. However, as discussed above, it is more likely the developer would elect to terminate the contracts and cease project development rather than continuing to pay damages at the current rate.

STAFF RECOMMENDATION

Approve Resolution 2024-13 Approving the Form of and Authorizing the Execution of the Second Amendment to the North Coast Highway Solar 1 Power Purchase Agreement and the Second Amendment to the North Coast Highway Solar 2 Power Purchase Agreement.

ATTACHMENTS

Resolution 2024-13

Second Amendment to the North Coast Highway Solar 1 PPA

Second Amendment to the North Coast Highway Solar 2 PPA

RESOLUTION NO. 2024-13

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE REDWOOD COAST ENERGY AUTHORITY
APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION
OF THE SECOND AMENDMENT TO THE NORTH COAST HIGHWAY SOLAR 1 POWER
PURCHASE AGREEMENT AND THE SECOND AMENDMENT TO THE NORTH COAST
HIGHWAY SOLAR 2 POWER PURCHASE AGREEMENT**

WHEREAS, Redwood Coast Energy Authority (“RCEA”) entered into separate contracts with North Coast Highway Solar 1 LLC (“NCHS1”) and North Coast Highway Solar 2 LLC (“NCHS2”), both effective June 25, 2020 and amended on March 28, 2022 (collectively “Agreements”), pursuant to RCEA’s Feed-In Tariff Program and local power procurement goals; and

WHEREAS, NCHS1 and NCHS2 have experienced development delays beyond their control resulting in an inability to achieve project milestones by the corresponding agreed upon target dates; and

WHEREAS, consistent with the Parties’ respective goals for achieving successful project completion, the Parties desire to amend the Agreements as set forth in the amendments provided as Exhibit A and B (collectively “Amendments”); and

NOW, THEREFORE, the Board of Directors of the Redwood Coast Energy Authority resolves as follows:

1. The Second Amendment to the North Coast Highway Solar 1 Power Purchase Agreement between Redwood Coast Energy Authority and NCHS1 LLC is hereby approved.
2. The Second Amendment to the North Coast Highway Solar 2 Power Purchase Agreement between Redwood Coast Energy Authority and NCHS2 LLC is hereby approved.
3. The Executive Director of Redwood Coast Energy Authority is authorized to execute the Amendments substantially in the form attached hereto as Exhibit A and Exhibit B on behalf of RCEA, and, in consultation with legal counsel, is authorized to approve any needed future amendment to the Agreements so long as the term, volume, and price are not changed and the amendment does not fundamentally change the business terms of the Agreements or measurably increase risk exposure for RCEA.

Adopted this 26th day of September 2024.

ATTEST:

Sarah Schaefer, RCEA Board Chair

Lori Taketa, Clerk of the Board

Date: _____

Date: _____

CLERK'S CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of Resolution 2024-13 passed and adopted at a regular meeting of the Redwood Coast Energy Authority, County of Humboldt, State of California, held on the 26th day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

Clerk of the Board, Redwood Coast Energy Authority

**Exhibit A: Second Amendment to North Coast Highway Solar 1
Power Purchase Agreement**

**AMENDMENT No. 2 TO
POWER PURCHASE AGREEMENT
(Feed-In Tariff, NCHS 1)**

This is an amendment (“Amendment”) to that certain Power Purchase Agreement made by and between the Redwood Coast Energy Authority (“Buyer”) and North Coast Highway Solar 1, LLC (“Seller”) dated June 25, 2020, and amended on March 28, 2022 (collectively, “Agreement”). This Amendment is effective on _____, 2024.

RECITALS

WHEREAS, Buyer launched its Feed-In Tariff Program with the purpose of fostering the development of local, small-scale renewable generation resources;

WHEREAS, Seller experienced Project development delays beyond its control resulting in Seller’s inability to achieve certain milestones by the corresponding agreed upon target dates, including achieving a Commercial Operation Date (“COD”) of November 1, 2021, which Seller extended pursuant to the terms of the Agreement;

WHEREAS, Seller elected to pay daily delay damages to Buyer instead of terminating the Agreement and forfeiting the Reservation Deposit out of commitment to achieving successful Project completion in a commercially prudent manner;

WHEREAS, despite Seller’s desire to see Project completion, the total amount of daily delay damages to be paid by Seller until the currently anticipated COD is estimated to exceed Seller’s expected revenue under the Agreement, which would not be economically viable for the Project;

WHEREAS, consistent with the Parties’ respective goals for achieving successful Project completion, the Parties desire to amend the Agreement to reduce the daily delay damage rate as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms recited herein and made a material part hereof, the Parties agree to amend the Agreement as follows:

1. **Daily Delay Damages**. Section 2.6.4 is hereby deleted in its entirety and replaced with the following:

“2.6.4 Notwithstanding anything in this Agreement, if Seller is unable to achieve Commercial Operation by the expected Commercial Operation Date specified in Section 2.6.1, which may be extended pursuant to Section 2.6.2, then Seller shall either (i) terminate the Agreement, in which case Buyer may retain the full Reservation Deposit, or (ii) pay to Buyer daily delay damages in the amounts and pursuant to the conditions set forth in Sections 2.6.4.1 and 2.6.4.2.

2.6.4.1 Beginning on the expected Commercial Operation Date specified in Section 2.6.1, as extended pursuant to Section 2.6.2, Seller shall pay to Buyer daily delay damages in the amount of ten cents (\$0.10) for each kilowatt of Contract Capacity for each day until Seller achieves the first milestone specified in Table 1, below. At such time Seller achieves the first specified milestone, Seller shall pay to Buyer daily delay damages at the corresponding rate shown in Table 1. Seller shall thereafter continue to pay such daily delay damages at the specified rate until achievement of the next milestone, at which time Seller shall pay daily damages at the corresponding rate shown. In the case of the last milestone, daily delay damages shall be payable to Buyer upon achievement of the COD.

Table 1. Delay Damage Payment Schedule

Milestone	Delay Damage Rate (\$/kW/day)
Completion of PG&E Pole Placement Restudy	\$0.075
Approval of Conditional Use Permit by County of Humboldt	\$0.05
Issuance of Notice to Proceed with Construction to Contractor	\$0.025

2.6.4.2 Beginning on the Effective Date of this Agreement, Seller shall include progress updates to Buyer of its commercially reasonable efforts to meet the milestones identified in Table 1 as part of Seller’s regular Project development report required in Section 6.9 of this Agreement. Upon achievement of any milestone identified in Table 1, Seller shall promptly advise Buyer thereof in writing of the date of milestone achievement and shall promptly submit such documents as reasonably requested by Buyer to substantiate milestone achievement.”

2. **Ratification of Agreement.** The terms and conditions of the Agreement, including all exhibits and attachments, are ratified in their entirety except to the extent inconsistent with the terms and provisions of this Amendment. In the event of such inconsistency, this Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 effective as of the date written above.

SELLER, North Coast Highway Solar 1, LLC

By: _____
Name:
Title:

Date: _____

BUYER, Redwood Coast Energy Authority

By: _____
Eileen Verbeck, Interim Executive Director

Date: _____

APPROVAL DRAFT

**Exhibit B: Second Amendment to North Coast Highway Solar 2
Power Purchase Agreement**

**AMENDMENT No. 2 TO
POWER PURCHASE AGREEMENT
(Feed-In Tariff, NCHS 2)**

This is an amendment (“Amendment”) to that certain Power Purchase Agreement made by and between the Redwood Coast Energy Authority (“Buyer”) and North Coast Highway Solar 2, LLC (“Seller”) dated June 25, 2020, and amended on March 28, 2022 (collectively, “Agreement”). This Amendment is effective on _____, 2024.

RECITALS

WHEREAS, Buyer launched its Feed-In Tariff Program with the purpose of fostering the development of local, small-scale renewable generation resources;

WHEREAS, Seller experienced Project development delays beyond its control resulting in Seller’s inability to achieve certain milestones by the corresponding agreed upon target dates, including achieving a Commercial Operation Date (“COD”) of November 1, 2021, which Seller extended pursuant to the terms of the Agreement;

WHEREAS, Seller elected to pay daily delay damages to Buyer instead of terminating the Agreement and forfeiting the Reservation Deposit out of commitment to achieving successful Project completion in a commercially prudent manner;

WHEREAS, despite Seller’s desire to see Project completion, the total amount of daily delay damages to be paid by Seller until the currently anticipated COD is estimated to exceed Seller’s expected revenue under the Agreement, which would not be economically viable for the Project;

WHEREAS, consistent with the Parties’ respective goals for achieving successful Project completion, the Parties desire to amend the Agreement to reduce the daily delay damage rate as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms recited herein and made a material part hereof, the Parties agree to amend the Agreement as follows:

1. **Daily Delay Damages**. Section 2.6.4 is hereby deleted in its entirety and replaced with the following:

“2.6.4 Notwithstanding anything in this Agreement, if Seller is unable to achieve Commercial Operation by the expected Commercial Operation Date specified in Section 2.6.1, which may be extended pursuant to Section 2.6.2, then Seller shall either (i) terminate the Agreement, in which case Buyer may retain the full Reservation Deposit, or (ii) pay to Buyer daily delay damages in the amounts and pursuant to the conditions set forth in Sections 2.6.4.1 and 2.6.4.2.

2.6.4.1 Beginning on the expected Commercial Operation Date specified in Section 2.6.1, as extended pursuant to Section 2.6.2, Seller shall pay to Buyer daily delay damages in the amount of ten cents (\$0.10) for each kilowatt of Contract Capacity for each day until Seller achieves the first milestone specified in Table 1, below. At such time Seller achieves the first specified milestone, Seller shall pay to Buyer daily delay damages at the corresponding rate shown in Table 1. Seller shall thereafter continue to pay such daily delay damages at the specified rate until achievement of the next milestone, at which time Seller shall pay daily damages at the corresponding rate shown. In the case of the last milestone, daily delay damages shall be payable to Buyer upon achievement of the COD.

Table 1. Delay Damage Payment Schedule

Milestone	Delay Damage Rate (\$/kW/day)
Completion of PG&E Pole Placement Restudy	\$0.075
Approval of Conditional Use Permit by County of Humboldt	\$0.05
Issuance of Notice to Proceed with Construction to Contractor	\$0.025

2.6.4.2 Beginning on the Effective Date of this Agreement, Seller shall include progress updates to Buyer of its commercially reasonable efforts to meet the milestones identified in Table 1 as part of Seller’s regular Project development report required in Section 6.9 of this Agreement. Upon achievement of any milestone identified in Table 1, Seller shall promptly advise Buyer thereof in writing of the date of milestone achievement and shall promptly submit such documents as reasonably requested by Buyer to substantiate milestone achievement.”

2. **Ratification of Agreement.** The terms and conditions of the Agreement, including all exhibits and attachments, are ratified in their entirety except to the extent inconsistent with the terms and provisions of this Amendment. In the event of such inconsistency, this Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 effective as of the date written above.

SELLER, North Coast Highway Solar 2, LLC

By: _____
Name:
Title:

Date: _____

BUYER, Redwood Coast Energy Authority

By: _____
Eileen Verbeck, Interim Executive Director

Date: _____

APPROVAL DRAFT



**STAFF REPORT
Agenda Item # 4.8**

AGENDA DATE:	September 26, 2024
TO:	Board of Directors
PREPARED BY:	Mike Avcollie, Senior Manager, Infrastructure Projects
SUBJECT:	North Coast Plug-in Electric Vehicle Charging Network Phase 2 Construction Contract Award

BACKGROUND

In 2022, RCEA received a Notice of Proposed Award of \$700,000 from the California Energy Commission (CEC) for the North Coast Plug-in Electric Vehicle Charging Network Phase 2 project focused on placing Level 2 electric vehicle service equipment at 10 strategic community hubs in Humboldt County by 2026. Since then, Staff have been implementing the project, including contracting for design and engineering work for all 10 sites, and subsequently soliciting bids for construction at sites in Orleans, Redway, Garberville, Eureka, and Fortuna. The Board has awarded three construction contracts based on bids received for those five areas. On August 14, 2024, Staff issued invitation for bids (IFB) IFB-24-505 for all necessary construction work at Azalea Hall/McKinleyville Library in McKinleyville, at Mad River Community Hospital and at Carlson Park in Arcata.

SUMMARY

In response to IFB-24-505, RCEA received three (3) bids (A.T.C, Hooven & Reese Inc., and Adams Commercial General Contracting). The lowest bid was provided by Hooven & Reese Inc. for a total bid amount of \$142,414.30. Copies of the three bids received are attached to this report.

Responsiveness of Hooven & Reese Inc.'s Bid

The lowest bidder, Hooven & Reese Inc, did not submit a completed Bidder's Qualification Form as was requested in the IFB. In its place, this bid contained separately generated sheets answering the detailed questions asked on the Bidder's Qualification Form about actual prior construction projects in the Form's Part B, sub question 3.

Determining the responsiveness of a bid is within the discretion of the awarding agency, and is made based on evaluating the face of the bid rather than the qualifications of the underlying bidder. A bid may be responsive even if it contains minor deviations from the bid requirements as long as the deviations are inconsequential and do not:

1. Affect the amount of the bid;
2. Affect the ability to make bid comparisons;
3. Provide a potential vehicle for favoritism;

4. Influence potential bidders to refrain from bidding; or
5. Give a bidder a competitive advantage over others by, for example allowing it to withdraw the bid without forfeiting its bid security.

Information provided elsewhere in Hooven & Reese's bid supply answers to those questions of the Bidder's Qualification Form that were not completed. Importantly, the omissions of this information from the Form especially when supplied elsewhere in the bid do not appear to affect the items listed above (1-5). Staff therefore believe that this bid is responsive to the IFB and recommends that the Board waive as inconsequential any discrepancies between the bid and the IFB instructions to award the contract.

Responsiveness of A.T.C.'s Bid

The next lowest bidder, A.T.C., submitted an outdated Price Breakdown Form instead of the updated version provided by addendum to the IFB. The question of A.T.C. bid's responsiveness is moot if Hooven & Reese's bid is deemed responsive.

Bid Protest

On September 20, 2024, RCEA received a bid protest from Adams Commercial General Contracting (ACGC inc). Specifically, ACGC inc. asserts that the bid packets submitted by Hooven & Reese, Inc. and A.T.C. are nonresponsive and should not be considered by RCEA. Additionally, ACGC inc. states that A.T.C.'s registration with the Department of Industrial Relations (DIR) for public works projects is expired.

As discussed above, the bid submitted by Hooven & Reese is responsive. Although the responsiveness of A.T.C.'s bid is not relevant, Staff notes that the Price Breakdown Form was updated by narrative scope only. The price breakdown information required on that Form remained unchanged. A.T.C. certified receipt of the addendum that updated this Form, with the result that A.T.C. would be held to the price break down supplied in its bid. Additionally, the DIR database shows that A.T.C. is registered with the DIR for public works projects with a registration expiration of June 30, 2025.

ALIGNMENT WITH [RCEA'S STRATEGIC PLAN](#)

By expanding our existing EV charging network and enabling future resiliency work at locations across the county, this project contributes to these Strategic Plan goals:

- *2.1.5 Integrate Distributed Energy Resources*
- *3.2.2 Promote Advanced Fuels*
- *3.2.3 Support Electric Vehicle Adoption*
- *3.3.1 Develop Transportation Electrification Infrastructure*
- *3.3.4 Promote Vehicle-to-Grid Connection*

EQUITY IMPACTS

The CEC grant award requires that at least 50% of project costs be spent on low-income or disadvantaged communities or both. All project sites are within the AB 1550 Low-Income Communities designated area, and an August 2022 CEC staff report "Localized Health Impacts

Report” lists our project sites as meeting one or more Environmental Justice indicators for age, poverty, or unemployment.

FINANCIAL IMPACT

The project budget is \$875,000, comprised of \$700,000 in CEC grant funds and \$175,000 in RCEA matching funds. The previously awarded design and construction costs total \$458,919.36; award of this contract will increase the total to \$601,333.66 which is within budget.

STAFF RECOMMENDATION

Staff Recommends:

1. Determine that the Hooven & Reese and A.T.C. bids are responsive to IFB-24-505.
2. Reject the bid protest submitted by ACGC, inc. on September 20, 2024.
3. Award a contract for the installation of electric vehicle charging stations for the RCEA North Coast Plug-In Electric Vehicle Charging Network Expansion Project to Hooven & Reese Inc. in the amount of \$142,414.30 for the McKinleyville and Arcata sites; and authorize the Executive Director to execute all applicable documents subject to RCEA General Counsel review.

ATTACHMENTS

1. IFB-24-505 - EVSE Installation ARCATA & MCKINLEYVILLE (linked online at <https://redwoodenergy.org/board-of-directors/>)
2. Hooven & Reese Bid
3. ATC Bid
4. ACGC Bid
5. Bid Tabulation Form
6. ACGC, inc. Bid Protest

SECTION 00 43 93 – BID SUBMITTAL CHECK LIST

The following documents shall be submitted by each Bidder, as part of their complete Bid:

- Section 00 41 00 – Bid Form
- Section 00 43 13 – Bid Security Form (Bid Bond)
- Section 00 43 36 – Subcontractor List
- Section 00 45 13 -- Bidder's Qualifications
- Section 00 45 19 – Non-Collusion Declaration
- Section 00 45 26 – Workers' Compensation Certification
- Section 00 45 48 – Debarment and Suspension Certification

END OF SECTION 00 43 93

SECTION 00 41 00 – BID FORM

TO: Redwood Coast Energy Authority

Installation of EV Charging Stations for RCEA Charging Network-ARCATA &
MCKINLEYVILLE

RCEA Project No. IFB-24-505

Name of Bidder: Hooven & Reese, Inc.
(Note: Name must be exactly as it appears on Contractor's License.)

Business Address: 3445 Central Ave
McKinleyville, CA 95519

Telephone Number: 707-839-1291

Residence Address: 3445 Central Ave
McKinleyville, CA 95519

The work to be done shall be constructed in accordance with the Contract Documents and the General Prevailing Wage provisions as specified in the "Invitation To Bidders".

Bids are submitted for the entire work. The amount of "The Bid" for comparison purposes will be the determination of the apparent low bid as specified in Section 00 21 13, "Instructions to Bidders".

The Bidder shall set forth for the Base Bid and each Alternate, if any, in clearly legible figures, a written lump sum price and a numeric lump sum price.

In case of a discrepancy between the two notated prices, the written price shall prevail, unless, however, if the amount set forth in writing is ambiguous, unintelligible, or uncertain for any cause, or is omitted, then the amount set forth in the numeric column for the item shall prevail.

If this proposal shall be accepted and the undersigned fails to enter into the Contract and to give the bonds as required within ten (10) calendar days after the Bidder has received notice that the contract has been awarded, RCEA may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this bid shall be forfeited and become the property of RCEA.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named therein; that the bid is submitted without collusion with any other person, firm, or corporation; that Bidder has carefully examined the location of the proposed work, the proposed form of contract, and the plans therein referred to; and proposes and agrees if this bid is accepted, that Bidder will contract with RCEA in the form of RCEA's contract, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the material specified in the contract, in the manner and time therein

prescribed, and according to the requirements of the Owner's Engineer as therein set forth, and that he will take in full payment therefor the following item prices to wit:

Receipt and compliance with the following Addenda to the Contract Documents is acknowledged:

1. Addendum No. 1 Dated 8/29/24
2. Addendum No. 2 Dated 9/13/24
3. Addendum No. Dated
4. Addendum No. Dated
5. Addendum No. Dated

I, Tim Hooven, as an agent for

Hooven & Reese, Inc., declare under penalty of perjury under the laws of the State of California, that the information contained in this Bid is true and correct.

Executed at McKinleyville, California, on 9/17, 2024

The project shall be complete within the time limits specified in Section 00 22 13, "Supplementary Instructions To Bidders." The undersigned is aware the Contract includes provisions for liquidated damages as specified in Section 00 21 13, "Supplementary Instructions To Bidders," if the Project is not completed within the agreed time of completion.

THE UNDERSIGNED, as Bidder, proposes the following:

BASE BID:

To furnish and complete the entire work as shown on the drawings and listed in the specifications, including required contract, bonds, and insurance, without additions or subtractions on account of specified alternates, for the sum of:

Base Bid (Lump Sum):	
One Hundred Forty-Two Thousand Four Hundred Fourteen and 30/100\$	<u>142,414.30</u>
Total Amount in Words	Total

PRICE BREAKDOWN:

RCEA will provide the new charging station equipment (dual-port ChargePoint CP6021 units) to be installed at each site, so those costs should be omitted from this bid.

Note the following details about civil work at each site:

- Civil work at the Azalea Hall/McKinleyville Library site and the Mad River Community Hospital site will include foundations, trenching, backfilling, concrete, paving, and striping associated with construction of parking stalls.
- Civil work at the Carlson Park site will be limited to **marking/designating parking stalls as “EV Charging Only” and installation of two (2) wheel stops. Wheel stops shall be: Rubberform Wheel Stop RF-RBR14HDG.** ~~charging station foundations, bollards and striping associated with designation of parking stalls.~~ No new paving for parking stalls will be required at the Carlson Park site.

Note the following details about electrical work at each site:

- Electrical work at the Azalea Hall/McKinleyville Library site and the Mad River Community Hospital site will include the meter panel, breakers, pull boxes, wire, conduit, and installation of the RCEA-provided charging stations.
- At the Carlson Park site, the meter socket and CT cabinet, disconnect and subpanel will be provided and installed by others and is not in scope for this contract.
- Electrical work at the Carlson Park site will **be limited to providing and installing EV circuit conductors (in conduit by others), breakers for EV circuits (in sub-panel by others), and installation and activation of EV Charging Stations (Stations provided by others, charging station foundations provided by others).** ~~include breakers, conductors, and installation of RCEA-provided charging stations~~

Please provide information below to break out the civil and electrical work for easier evaluation.

<u>Site</u>	<u>Civil Cost</u>	<u>Electrical Cost</u>	<u>Total Site Cost</u>
Azalea Hall/McKinleyville Library site	\$ 38,673.25	\$ 26,999.91	\$ 65,673.16
Mad River Community Hospital site	\$ 43,453.77	\$ 29,253.30	\$ 72,707.07
Carlson Park site	3,372.99	661.08	4,034.07
Total Project Cost	\$ 85,500.01	\$ 56,914.29	\$ 142,414.30

BID ALTERNATES:

None for this project

UNIT PRICES

For changing quantities of work items from those indicated on the contract drawings and specifications, upon written instructions from the Owner's Engineer, the following prices shall prevail:

- 1. None for this project

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the General Conditions.

Proposal Signature Page

Accompanying this proposal is Bidder's Bond
(Insert the words "Cash (\$)", "Cashier's Check", "Certified Check", or "Bidder's Bond", as the case may be) in the amount of at least ten percent (10%) of the total Bid Price submitted. The names of all persons interested in the foregoing proposal as Principals are as follows:

Nick Reese, President; David Hooven, VP;

Tim Hooven, CFO; Pat Hooven, Secretary

(NOTE: If a Bidder or other interested person is a Corporation, state the legal name of the corporation, also names of the president, secretary, treasurer, and manager thereof; if a Co-partnership, state the true name of the firm, also state the names of all individual co-partners composing the firm; if the Bidder or other interested person is an Individual, state the first and last names in full.)

Licensed in accordance with the Act providing for the registration of Contractors:

License No.: 1078205 Expiration Date: 7/31/25

DIR Number: PW-LR-1000859605

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Section 10162, and 10232, are true and correct and that the bidder has complied with the requirements of Section 8102 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-Collusion Declaration required by Title 23 United States Code, Section 112, and Public Contract Code Section 71006, and the Title 49 Code of Federal Regulation, Part 29 Debarment and Suspension Certification are true and correct.



Signature of Bidder



9/17/24

Date


If a Bidder is a Corporation or a Co-partnership:

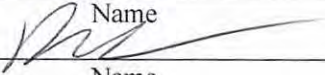
Hooven & Reese, Inc.

Name of Corporation or Firm Name of Co-partnership



Signatures of officer(s) or partners authorized to sign contracts on behalf of the Corporation or Co-partnership, Corporations require signature by 2 (two) corporate officers:



Name


Name

CFO

Title
V. P.

Title



If Signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with RCEA prior to opening Bids or may be submitted with the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized.

END OF SECTION 00 41 00

SECTION 00 43 13 – BID SECURITY FORM (BID BOND)

KNOW ALL PERSONS BY THESE PRESENTS:

We, the Contractor, Hooven & Reese, Inc. as principal (“Principal”), and Contractors Bonding and Insurance Company, a corporation, organized and existing under and by virtue of the laws of the State of Illinois and authorized to do surety business in the State of California, as surety (“Surety”), are firmly bound unto the Redwood Coast Energy Authority (“RCEA”), State of California, as Obligee in the penal sum of Ten Percent of Bid Amount Dollars (\$10% of Bid Amount), representing ten percent (10%) of the total amount of the bid of the Principal submitted to RCEA for the work described below for the payment of which sum in lawful money of the United States, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this agreement.

Whereas, the Principal has submitted the accompanying bid (“Bid”) dated September 17, 2024, for the following project (“Project”):

Installation of EV Charging Stations for RCEA Charging Network – ARCATA & MCKINLEYVILLE

RCEA Project No. IFB-24-505

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the Redwood Coast Energy Authority, State of California, for all work specifically described in the accompanying bid;

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract in the prescribed form, in accordance with the bid, and files the two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, or if the said Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney’s fee to be fixed by the Court.

In witness whereof the above-bound parties have executed this instrument under their several seals this 16th day of September, 2024, the name and corporate seal of each corporate Party being hereunder affixed, and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Marin)

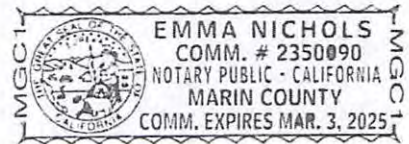
On September 16, 2024 before me, Emma Nichols, Notary Public
(insert name and title of the officer)

personally appeared Jon Richard Sullivan
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Susan J. McGowan, Jon Richard Sullivan, Karen Rhodes, Tammy Bates, Emmalyn Nichols, jointly or severally

in the City of Novato, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 20th day of May, 2022.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 20th day of May, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 16th day of September, 2024.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



(Corporate Seal)



Hooven & Reese, Inc.

Principal/Contractor

By [Signature]

Title: CEO

(Corporate Seal)



Contractors Bonding and Insurance Company
Surety

Attach Attorney-In-Fact Certificate

By [Signature]

Jon Richard Sullivan, Attorney-in-Fact
Title

To be signed by Principal and Surety and Acknowledgment and Notary Seal to be attached.

END OF SECTION 00 43 13

Similar Projects

- i. Year contract awarded 2021
- ii. Type of work: EV Charging
- iii. Contract completion time called for/actual completion time 6 mos, 1.5 years actual (Material Delays)
- iv. Contract price 13,500
- v. For whom performed, including person to call for a reference and telephone number. RCEA [\(707\) 269-1700](tel:7072691700)
- vi. Location of work Eureka
- vii. Number of stop notices file. 0
- viii. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff. n/a
- ix. Amount of liquidated damages assessed. n/a

- i. Year contract awarded 2022
- ii. Type of work: Generator Installation
- iii. Contract completion time called for/actual completion time 6 months, 1 year
- iv. Contract price 80,361
- v. For whom performed, including person to call for a reference and telephone number.
City of Fortuna, 707-725-7600
- vi. Location of work Fortuna CA
- vii. Number of stop notices file. 0
- viii. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff. n/a
- ix. Amount of liquidated damages assessed. n/a

- i. Year contract awarded 2023 Hooven Co Eureka Bus Garage
- ii. Type of work Electrical installation and troubleshooting
- iii. Contract completion time called for/actual completion time n/a
- iv. Contract price 91,000
- v. For whom performed, including person to call for reference and phone number
Hooven & Co, 707-839-1291
- vi. Location of work Eureka
- vii. Number of stop notices filed 0
- viii. For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff n/a
- ix. Amount of liquidated damages assessed. n/a

- i. Year contract awarded
- ii. Type of work
- iii. Contract completion time called for/actual completion time
- iv. Contract price
- v. For whom performed, including person to call for reference and phone number
- vi. Location of work
- vii. Number of stop notices filed
- viii. For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff

Projects for government agencies

- i. Year contract awarded 2021
- ii. Type of work: EV Charging
- iii. Contract completion time called for/actual completion time 6 mos, 1.5 years actual (Material Delays)
- iv. Contract price 13,500
- v. For whom performed, including person to call for a reference and telephone number. RCEA
[\(707\) 269-1700](tel:7072691700)
- vi. Location of work Eureka
- vii. Number of stop notices file. 0
- viii. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff. n/a
- ix. Amount of liquidated damages assessed. n/a

- i. Year contract awarded 2022
- ii. Type of work: Generator Installation
- iii. Contract completion time called for/actual completion time 6 months, 1 year
- iv. Contract price 80,361
- v. For whom performed, including person to call for a reference and telephone number.
City of Fortuna, 707-725-7600
- vi. Location of work Fortuna CA
- vii. Number of stop notices file. 0
- viii. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff. n/a
- ix. Amount of liquidated damages assessed. n/a

- i. Year contract awarded 2024
- ii. Type of work Remodel
- iii. Contract completion time called for/actual completion time 90 days, 60 days
- iv. Contract price 13,181
- v. For whom performed, including person to call for a reference and telephone number.
HCRD - 707-442-6508
- vi. Location of work McKinleyville
- vii. Number of stop notices file. 0
- viii. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff. n/a
- ix. Amount of liquidated damages assessed. n/a

SECTION 00 45 19 – NON-COLLUSION DECLARATION

The undersigned declares:

I am the CFO of Hooven & Reese, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on / 9/17/24 [date], at McKinleyville [city], CA [state].



Signature of Bidder



Date: 9/17/24

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

END OF SECTION 00 45 19

SECTION 00 45 26 – WORKERS’ COMPENSATION CERTIFICATION STATEMENT

Labor Code §3700 in relevant part provides:

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.



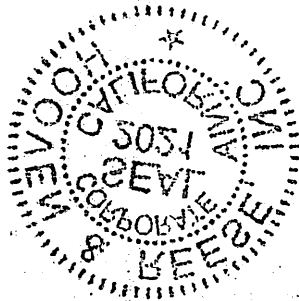
Signature of Contractor



Date: 9/17/24

In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

END OF SECTION 00 45 26



SECTION 00 45 48 – DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The CONTRACTOR, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

1. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State, or local agency;
2. has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal, State, or local agency within the past 3 years;
3. does not have a proposed debarment pending; and
4. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



Signature of Contractor



Date: 9/17/24

END OF SECTION 00 45 48



IFB-24-505 Addendum No.1:

Questions from Bidders:

1. Question: What is in-scope of this contract at the Carlson Park site?

Answer: Civil work at the Carlson Park site will be limited to marking/designating parking stalls as "EV Charging Only" and installation of two (2) wheel stops. Wheel stops shall be: Rubberform Wheel Stop RF-RBR14HDG. No new paving for parking stalls will be required at the Carlson Park site.

Electrical work at Carlson Park will be limited to providing and installing EV circuit conductors (in conduit by others), breakers for EV circuits (in sub-panel by others), and installation and activation of EV Charging Stations (stations provided by others, charging station foundations provided by others).

2. Question: Will RCEA provide an updated Bid form to reflect the updated scope of work?

Answer: Yes, Bidders must use the updated Bid Form, attached to this Addendum, for their bid submission.

3. Can RCEA provide a copy of the attendee's list from the mandatory pre-bid conference?

Answer: Yes, see attached.

4. Question: Can RCEA provide the PG&E construction drawings for the McKinleyville Library and Mad River Community Hospital sites?

Answer: Yes, see attached.

5. Is it possible to substitute an Eaton product for the specified Siemens panel board?

Answer: Yes, it is acceptable to substitute an Eaton product in place of the Siemens product. PG&E has approved the switch gear submittal, so any alternative has to be completely equivalent in meeting all PG&E Greenbook requirements. Bidders may submit spec sheets for proposed substitutions to RCEA by 3:00 p.m. PDT, Wednesday, September 4, 2024, and RCEA

will submit to PG&E for review and approval and will share PG&E's response with bidders, if possible, no later than 72 hours prior to the bid deadline.

6. Question: Are the EVCS signage details (detail #10) and signpost details (detail #9) that are shown as "optional" on sheet C1 required for this project.

Answer: No, those signs are not required, please do not include these in your bid.

7. Question: It appears that Note 4 (about residual current detection) Note 5 (max number of stations downstream of an RCD) and Note 7 (about type 2 surge protection from IEC reference) on Sheet E1 all come from ChargePoint's European spec sheets. Are these required for this project?

Answer: No, these provisions are not required for this project, please ignore notes 4, 5, and 7 on Sheet E1. See below for updated E1 notes:

EV CHARGING STATION CONSTRUCTION NOTES:

1. INSTALL CHARGING STATIONS PER MANUFACTURER RECOMMENDATIONS, INSTALLATION INSTRUCTIONS, CEC 2022, AND ALL STATE AND LOCAL BUILDING CODES.
2. RECOMMEND CHARGEPOINT CHARGING STATIONS (OR APPROVED EQUIVALENT). SEE SITE SPECIFIC CIVIL SHEETS FOR SPECIFIC CHARGING STATION MODELS.
3. EV CHARGERS ARE TO BE TYPE 1, LEVEL 2 CHARGERS.
- ~~4. CHARGERS SHALL BE INSTALLED WITH EITHER A ROD (RESIDUAL CURRENT DETECTION) 30mA TYPE B OR A RCD TYPE A 1.6mA RCD DD (IEC 60364-7-722).~~
- ~~5. A MAXIMUM OF ONE CHARGING STATION CAN BE INSTALLED DOWNSTREAM OF RCD TYPE A (IEC 60364-7-722).~~
- ~~6. A DEDICATED CIRCUIT SHALL BE USED FOR EACH CONNECTING PORT ON A CHARGER (IEC 60364-7-722).~~
- ~~7. EACH CHARGING STATION SUPPLIED BY AN UNDERGROUND ELECTRICAL LINE SHALL BE EQUIPPED WITH AN EARTHING ROD AND BE EQUIPPED WITH A TYPE 2 SURGE PROTECTIVE DEVICE, INSTALLED LOAD SIDE OF THE MAIN SERVICE (IEC 60364-7-722).~~
8. A MEANS OF DISCONNECT INSTALLED IN A READILY ACCESSIBLE LOCATION WITHIN EYESIGHT OF THE CHARGING STATIONS (CEC 625.43).
9. EV CHARGING CABLES MUST NOT EXCEED 25 FEET IN LENGTH AND HAVE NO MID-CORD COUPLINGS (CEC 625.17) AND BE INTERLOCKED TO DE-ENERGIZE WHEN UNPLUGGED FROM A VEHICLE OR SUBJECTED TO STRESS (CEC 625.18).
10. ALL CONDUCTORS AND CONDUIT HAVE BEEN SIZED TO ACCOMMODATE 19KW CHARGING STATIONS. CHARGING STATION EQUIPMENT TO BE SPECIFIED BY LOCATION.

SIGN-IN SHEET FOR PRE-BID CONFERENCE

PROJECT: Installation of EV Charging Stations for RCEA Network -ARCATA & MCKINLEYVILLE
DATE: August 28, 2024. **Time Started:** 9:00 am
MEETING LOCATION: 1606 Pickett Rd, McKinleyville CA, 95519, Mad River Hospital, Arcata, Carlson Park, Arcata

CONTRACTOR/PROPOSER BUSINESS NAME	CONTRACTOR LICENSE NUMBER	ATTENDEE NAME (Please Print)	PHONE NUMBER	EMAIL ADDRESS
mobiley const inc	995333	Chris Latta	499-9467	CHL600@AOL.COM
ATC	944965	ADRIEL TANSKI	499-2618	ATC741@YAHOO.COM
ACGC	875823	Kevin Scheffler	443-6000	will@acgcinc.com
SEQUOIA CONST	624264	ADAM PRITCHARD	442-3596	ADAM@SEQUOIACONST.COM
HOOPER & REESE	1078205	NICK REESE	481-7279	nich@hooperandreesse.com
QUEST	836023	Derrick Rebello	415 657 8575	drebello@quest-world.com

-End of IFB-24-505 Addendum No.-1



IFB-24-505 Addendum No.2:

Additional Information from RCEA:

Bidders shall be required to add the City of Arcata as “additionally insured” on all insurance policies covering the work at Carlson Park.

Questions from Bidders:

1. Question: Will we be using the specified bollards with plates from Grainger for McKinleyville and Carlson Park, as they will be placed on existing sidewalks, or will we be saw cutting and removing sections of sidewalk to pour the new base?

Answer: Bidders may use the “Bolt Down Option” from detail 7 “Bollard Detail” on sheet C1 for the McKinleyville.

Bollards at Carlson Park are by others and should not be included in this bid.

2. Question: If we are using the surface mount bollard, this spec'd item is not rated for vehicle impact per the supplier. Can you confirm this is still the one to use?

Answer: Please use the “Bolt Down Option” from detail 7 “Bollard Detail” on sheet C1 per the existing plans.

3. Question: The Mad River Hospital location does not have adjacent existing asphalt. Does RCEA have specs for the base preparation and edge slope to existing gravel, similar to what there is for the sites with existing AC? There is a detail for this on Sheet C-1, Detail 2, but it is crossed out and marked "not used".

Answer: That is an error on the drawings. Detail 2, Sheet C1 is the correct callout. Detail 1 on Sheet 2.3 has the correct callout, but C1 is incorrect in having the “not used” label over this detail.

Bidders shall use Detail 2 on Sheet C1 for the base preparation and edge slope to existing gravel at Mad River Community Hospital.

4. Question: The Eaton panel board to be used in lieu of the Siemens is 3BR4242L400R for the 3-phase panel, and BR4242L400R for the single-phase panel. Can we get approval for those 2 items?

Answer: RCEA submitted the specs for these Eaton panels to PG&E for review and approval on September 3, 2024. PG&E has not responded as of September 13, 2024.

5. Compaction is spec'd in a couple places on the plans, for both trenches and under parking stalls. Is compaction testing required on this project?

Answer: *Compaction testing is not required for this project.*

6. Question: Are the bollards required to be painted, and/or have reflective taping, applied?

Answer: *No*

-End of IFB-24-505 Addendum No.-2



Hooven & Reese, Inc.
 3445 Central Avenue
 McKinleyville, CA 95519

License #1078205
 DIR# PW-LR-1000859605

RECEIVED

SEP 17 2024

Redwood Coast Energy Authority

REDWOOD COAST ENERGY AUTHORITY

TIME	12:35 PM
RECEIVED BY	CAM KEREKES
INITIALS	CK

SEALED BID for the Installation of EV
 Charging Stations for RCEA Charging
 Network – ARCATA & MCKINLEYVILLE –
 Attn: Mike Avcollie

1:00 PM

Redwood Coast Energy Authority
 633 3rd Street
 Eureka, CA 95501

SECTION 00 41 00 – BID FORM

TO: Redwood Coast Energy Authority


Installation of EV Charging Stations for RCEA Charging Network – ARCATA & MCKINLEYVILLE

RCEA Project No. IFB-24-505

Name of Bidder: A.T.C.
(Note: Name must be exactly as it appears on Contractor's License.)

Business Address: P.O. BOX 2155
MCKINLEYVILLE, CA 95519

Telephone Number: 707-499-2618

Residence Address: 
TRINIDAD, CA 95570

The work to be done shall be constructed in accordance with the Contract Documents and the General Prevailing Wage provisions as specified in the "Invitation To Bidders".

Bids are submitted for the entire work. The amount of "The Bid" for comparison purposes will be the determination of the apparent low bid as specified in Section 00 21 13, "Instructions to Bidders".

The Bidder shall set forth for the Base Bid and each Alternate, if any, in clearly legible figures, a written lump sum price and a numeric lump sum price.

In case of a discrepancy between the two notated prices, the written price shall prevail, unless, however, if the amount set forth in writing is ambiguous, unintelligible, or uncertain for any cause, or is omitted, then the amount set forth in the numeric column for the item shall prevail.

If this proposal shall be accepted and the undersigned fails to enter into the Contract and to give the bonds as required within ten (10) calendar days after the Bidder has received notice that the contract has been awarded, RCEA may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this bid shall be forfeited and become the property of RCEA.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named therein; that the bid is submitted without collusion with any other person, firm, or corporation; that Bidder has carefully examined the location of the proposed work, the proposed form of contract, and the plans therein referred to; and proposes and agrees if this bid is accepted, that Bidder will contract with RCEA in the form of RCEA's contract, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the material specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Owner's Engineer as therein set forth, and that he will take in full payment therefor the following item prices to wit:

Receipt and compliance with the following Addenda to the Contract Documents is acknowledged:

1. Addendum No. 1 Dated 08-29-24
2. Addendum No. 2 Dated 09-13-24
3. Addendum No. Dated
4. Addendum No. Dated
5. Addendum No. Dated

I, ADRIEL TANSKI, as an agent for A.T.C., declare under penalty of perjury under the laws of the State of California, that the information contained in this Bid is true and correct.

Executed at TRINIDAD, California, on 09-16, 2024

The project shall be complete within the time limits specified in Section 00 22 13, "Supplementary Instructions To Bidders." The undersigned is aware the Contract includes provisions for liquidated damages as specified in Section 00 21 13, "Supplementary Instructions To Bidders," if the Project is not completed within the agreed time of completion.

THE UNDERSIGNED, as Bidder, proposes the following:

BASE BID:

To furnish and complete the entire work as shown on the drawings and listed in the specifications, including required contract, bonds, and insurance, without additions or subtractions on account of specified alternates, for the sum of:

Base Bid (Lump Sum):	
<u>ONE-HUNDRED FIFTY-SIX THOUSAND ONE-HUNDRED EIGHTY-FIVE</u>	\$ <u>156,185⁰⁰</u>
Total Amount in Words	Total

PRICE BREAKDOWN:

RCEA will provide the new charging station equipment (dual-port ChargePoint CP6021 units) to be installed at each site, so those costs should be omitted from this bid.

Note the following details about civil work at each site:

- Civil work at the Azalea Hall/McKinleyville Library site and the Mad River Community Hospital site will include foundations, trenching, backfilling, concrete, paving, and striping associated with construction of parking stalls.
- Civil work at the Carlson Park site will be limited to charging station foundations, bollards and striping associated with designation of parking stalls. No new paving for parking stalls will be required at the Carlson Park site.

Note the following details about electrical work at each site:

- Electrical work at the Azalea Hall/McKinleyville Library site and the Mad River Community Hospital site will include the meter panel, breakers, pull boxes, wire, conduit, and installation of the RCEA-provided charging stations.
- At the Carlson Park site, the meter socket and CT cabinet, disconnect and subpanel will be provided and installed by others and is not in scope for this contract.
- Electrical work at the Carlson Park site will include breakers, conductors, and installation of RCEA-provided charging stations

Please provide information below to break out the civil and electrical work for easier evaluation.

<u>Site</u>	<u>Civil Cost</u>	<u>Electrical Cost</u>	<u>Total Site Cost</u>
Azalea Hall/McKinleyville Library site	\$34,860 ⁰⁰	\$32,675 ⁰⁰	\$67,535 ⁰⁰
Mad River Community Hospital site	\$39,380 ⁰⁰	\$33,225 ⁰⁰	\$72,605 ⁰⁰
Carlson Park site	\$9,955 ⁰⁰	\$6,090 ⁰⁰	\$16,045 ⁰⁰
Total Project Cost	\$84,195 ⁰⁰	\$71,990 ⁰⁰	\$156,185 ⁰⁰

BID ALTERNATES:

None for this project

UNIT PRICES

For changing quantities of work items from those indicated on the contract drawings and specifications, upon written instructions from the Owner’s Engineer, the following prices shall prevail:

1. None for this project

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the General Conditions.

Signatures of officer(s) or partners authorized to sign contracts on behalf of the Corporation or Co-partnership, Corporations require signature by 2 (two) corporate officers:

_____	_____
Name	Title
_____	_____
Name	Title

If Signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with RCEA prior to opening Bids or may be submitted with the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized.

END OF SECTION 00 41 00

SECTION 00 43 13 – BID SECURITY FORM (BID BOND)

KNOW ALL PERSONS BY THESE PRESENTS:

We, the Contractor, ADRIEL TANSKI DBA A T C as principal (“Principal”), and WESTERN SURETY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of SOUTH DAKOTA and authorized to do surety business in the State of California, as surety (“Surety”), are firmly bound unto the Redwood Coast Energy Authority (“RCEA”), State of California, as Obligee in the penal sum of Fifteen Thousand Eight Hundred and 00/100 Dollars (\$ 15,800.00), representing ten percent (10%) of the total amount of the bid of the Principal submitted to RCEA for the work described below for the payment of which sum in lawful money of the United States, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this agreement.

Whereas, the Principal has submitted the accompanying bid (“Bid”) dated September 17, 2024, for the following project (“Project”):

Installation of EV Charging Stations for RCEA Charging Network – ARCATA & MCKINLEYVILLE

RCEA Project No. IFB-24-505

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the Redwood Coast Energy Authority, State of California, for all work specifically described in the accompanying bid;

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract in the prescribed form, in accordance with the bid, and files the two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, or if the said Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney’s fee to be fixed by the Court.

In witness whereof the above-bound parties have executed this instrument under their several seals this 13th day of September, 2024, the name and corporate seal of each corporate Party being hereunder affixed, and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)

ADRIEL TANSKI DBA A T C
Principal/Contractor

By A. Tanski
ADRIEL TANSKI

Title: OWNER

(Corporate Seal)

WESTERN SURETY COMPANY
Surety

Attach Attorney-In-Fact Certificate

By Jacob Michael Ellen
JACOB MICHAEL ELLEN
ATTORNEY-IN-FACT
Title

To be signed by Principal and Surety and Acknowledgment and Notary Seal to be attached.

END OF SECTION 00 43 13

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

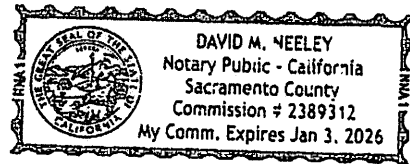
State of California
County of Sacramento)

On September 13, 2024 before me, David M. Neeley, Notary Public
(insert name and title of the officer)

personally appeared Jacob Ellen
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature David M. Neeley (Seal)

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67193563

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Jacob Michael Ellen

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Adriel Tanski dba A T C

Obligee: Redwood Coast Energy Authority

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

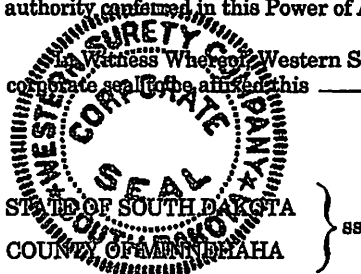
"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67193563 is not issued on or before midnight of December 16th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

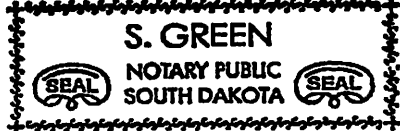
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 17th day of September, 2024.



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 17th day of September, in the year 2024, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 17th day of September, 2024.



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com Owner/Obligee Services > Validate Bond Coverage.

SECTION 00 45 13 – BIDDER'S QUALIFICATIONS

Installation of EV Charging Stations for RCEA Charging Network – ARCATA & MCKINLEYVILLE

RCEA Project No. IFB-24-505

TO THE BIDDER:

In making its award, the Board of Directors for RCEA will take into consideration the Bidder's experience, financial responsibility and capability. The following questionnaire is a part of the bid. Any bid received without this completed form may be rejected as nonresponsive. The Board will use, but will not be limited to, the information provided herein for evaluating the qualifications and responsibility of the Bidder and the Bidder's organization to carry out satisfactorily the terms of the Contract Document. The questionnaire must be filled out accurately and completely and submitted with the bid. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the bid and may be grounds for the termination of any contract executed as a result of the bid. Please fill in all questions or mark "not applicable."

A. Description of Bidder's Organization

1. Firm Name A.T.C.

2. Address P.O. BOX 2155 MCKINLEYVILLE, CA 95519

3. Telephone Number 707-499-2618

4. Type of Organization

a. Corporation? Yes ___ No

If yes, list the officers and positions, and the State in which incorporated.

N/A

If the Bidder corporation is a subsidiary, give name and address of parent corporation.

b. Partnership? Yes ___ No

If yes, list partner names and addresses

General Partners:

N/A

Limited Partners:

N/A

c. Individual Proprietorship? Yes No ___

If yes, list name and address of proprietor:

AURIEL TANSKI [REDACTED] TRINIDAD, CA 95570

B. Nature of Operations

1. How long have you been engaged in the contracting business under your present business name?
14 YEARS
2. How many years of experience does your business have in construction work similar to that called for under this bid? 14 YEARS
3. Have you now contracts, or have you ever contracted, to provide construction for any government agency or special district in the State of California? Yes ___ No
- a. If "yes," on a separate attached sheet, provide the following information for all construction projects you have had with government agencies or special districts during the last four (4) years:
 - i. Year contract awarded
 - ii. Type of work
 - iii. Contract completion time called for/actual completion time
 - iv. Contract price
 - v. For whom performed, including person to call for a reference and telephone number.
 - vi. Location of work
 - vii. Number of stop notices file.
 - viii. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff.
 - ix. Amount of liquidated damages assessed.
- b. On a separate attached sheet, provide the following information for all construction contracts of a similar nature as called for in this bid that you have had with other entities during the last four (4) years:
 - i. Year contract awarded
 - ii. Type of work
 - iii. Contract completion time called for/actual completion time
 - iv. Contract price
 - v. For whom performed, including person to call for reference and phone number
 - vi. Location of work
 - vii. Number of stop notices filed
 - viii. For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff
 - ix. Amount of liquidated damages assessed.
- c. For each construction contract that you have failed to complete within the contract time in the last four years please state the reasons for the untimely performance.

C. Past Experience

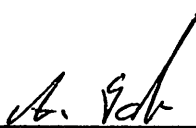
1. If any of the business endeavors referred to above are no longer operating, or you are no longer associated with them, please give brief details:

N/A

2. The following surety companies may be contacted as references as to the financial responsibility and general reliability of the Bidder:

<u>Surety Name</u>	<u>Contact Person</u>	<u>Phone Number</u>
<u>CCIS</u>	<u>DAVID NEELEY</u>	<u>916-363-2663</u>
_____	_____	_____
_____	_____	_____

I certify under penalty of perjury of the laws of the State of California that the foregoing is true and correct.
Executed at TRUJILLO, California, on 09-16-24, 2024.

Signature of Bidder 
Name (print) ADRIEL TANSKI
Company A.T.C.

END OF SECTION 00 45 14



**A.T.C.
BUILDING AND ELECTRICAL CONTRACTOR
PO BOX 2155 MCKINLEYVILLE, CA 95519
707-499-2618 ATC741@Yahoo.com
LICENSE NUMBER 944965**

September 16, 2024

RE: Similar Work

A.T.C. has not installed these exact commercial EV Chargers, but has performed many projects both electrical and site work/grading, including commercial electrical jobs, residential electrical, generator installations, concrete parking lots, grading, foundations, including new construction of commercial buildings.

A.T.C. has not been issued stop notices, had lawsuits filed, been assessed liquidated damages, or failed to complete any projects.

Adriel Tanski

SECTION 00 45 19 – NON-COLLUSION DECLARATION

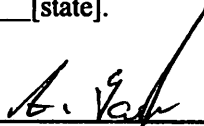
The undersigned declares:

I am the OWNER of A.T.C., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 09-16-24 [date], at TRAVISDA [city], CALIFORNIA [state].


Signature of Bidder

Date: 09-16-24

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

END OF SECTION 00 45 19

SECTION 00 45 26 – WORKERS’ COMPENSATION CERTIFICATION STATEMENT

Labor Code §3700 in relevant part provides:

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.



Signature of Contractor

Date: 09-16-24

In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

END OF SECTION 00 45 26

SECTION 00 45 48 – DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The CONTRACTOR, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

1. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State, or local agency;
2. has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal, State, or local agency within the past 3 years;
3. does not have a proposed debarment pending; and
4. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



Signature of Contractor

Date: 09-16-24

END OF SECTION 00 45 48

BID FOR THE INSTALLATION OF EV CHARGING STATIONS -
ARCATA AND MCKINLEYVILLE -

ATTN: MIKE RYCOLLIE

RECEIVED

SEP 17 2024

Redwood Coast Energy Authority

REDWOOD COAST ENERGY AUTHORITY	
TIME	11:02 AM
RECEIVED BY	CAM KERIKES
INITIALS	CK

SECTION 00 41 00 – BID FORM

TO: Redwood Coast Energy Authority

Installation of EV Charging Stations for RCEA Charging Network-ARCATA &
MCKINLEYVILLE

RCEA Project No. IFB-24-505

Name of Bidder: Adams Commercial General Contracting, Inc.
(Note: Name must be exactly as it appears on Contractor's License.)

Business Address: 339 2nd Street, Eureka, CA 95501

Telephone Number: 707-443-6000

Residence Address: Arcata, CA

The work to be done shall be constructed in accordance with the Contract Documents and the General Prevailing Wage provisions as specified in the "Invitation To Bidders".

Bids are submitted for the entire work. The amount of "The Bid" for comparison purposes will be the determination of the apparent low bid as specified in Section 00 21 13, "Instructions to Bidders".

The Bidder shall set forth for the Base Bid and each Alternate, if any, in clearly legible figures, a written lump sum price and a numeric lump sum price.

In case of a discrepancy between the two notated prices, the written price shall prevail, unless, however, if the amount set forth in writing is ambiguous, unintelligible, or uncertain for any cause, or is omitted, then the amount set forth in the numeric column for the item shall prevail.

If this proposal shall be accepted and the undersigned fails to enter into the Contract and to give the bonds as required within ten (10) calendar days after the Bidder has received notice that the contract has been awarded, RCEA may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this bid shall be forfeited and become the property of RCEA.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named therein; that the bid is submitted without collusion with any other person, firm, or corporation; that Bidder has carefully examined the location of the proposed work, the proposed form of contract, and the plans therein referred to; and proposes and agrees if this bid is accepted, that Bidder will contract with RCEA in the form of RCEA's contract, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the material specified in the contract, in the manner and time therein

prescribed, and according to the requirements of the Owner's Engineer as therein set forth, and that he will take in full payment therefor the following item prices to wit:

Receipt and compliance with the following Addenda to the Contract Documents is acknowledged:

1. Addendum No. 1 Dated 8/29/2024
2. Addendum No. 2 Dated 9/13/2024
3. Addendum No. Dated
4. Addendum No. Dated
5. Addendum No. Dated

I, Will Adams, as an agent for Adams Commercial General Contracting, Inc., declare under penalty of perjury under the laws of the State of California, that the information contained in this Bid is true and correct.

Executed at Eureka, California, on September 17, 2024

The project shall be complete within the time limits specified in Section 00 22 13, "Supplementary Instructions To Bidders." The undersigned is aware the Contract includes provisions for liquidated damages as specified in Section 00 21 13, "Supplementary Instructions To Bidders," if the Project is not completed within the agreed time of completion.

THE UNDERSIGNED, as Bidder, proposes the following:

BASE BID:

To furnish and complete the entire work as shown on the drawings and listed in the specifications, including required contract, bonds, and insurance, without additions or subtractions on account of specified alternates, for the sum of:

Base Bid (Lump Sum):	
One Hundred Sixty-Five Thousand, Eight Hundred Forty-Six Dollars	\$ 165,846
Total Amount in Words	Total

PRICE BREAKDOWN:

RCEA will provide the new charging station equipment (dual-port ChargePoint CP6021 units) to be installed at each site, so those costs should be omitted from this bid.

Note the following details about civil work at each site:

- Civil work at the Azalea Hall/McKinleyville Library site and the Mad River Community Hospital site will include foundations, trenching, backfilling, concrete, paving, and striping associated with construction of parking stalls.
- Civil work at the Carlson Park site will be limited to **marking/designating parking stalls as “EV Charging Only” and installation of two (2) wheel stops. Wheel stops shall be: Rubberform Wheel Stop RF-RBR14HDG.** ~~charging station foundations, bollards and striping associated with designation of parking stalls.~~ No new paving for parking stalls will be required at the Carlson Park site.

Note the following details about electrical work at each site:

- Electrical work at the Azalea Hall/McKinleyville Library site and the Mad River Community Hospital site will include the meter panel, breakers, pull boxes, wire, conduit, and installation of the RCEA-provided charging stations.
- At the Carlson Park site, the meter socket and CT cabinet, disconnect and subpanel will be provided and installed by others and is not in scope for this contract.
- Electrical work at the Carlson Park site will be **limited to providing and installing EV circuit conductors (in conduit by others), breakers for EV circuits (in sub-panel by others), and installation and activation of EV Charging Stations (Stations provided by others, charging station foundations provided by others).** ~~include breakers, conductors, and installation of RCEA provided charging stations~~

Please provide information below to break out the civil and electrical work for easier evaluation.

<u>Site</u>	<u>Civil Cost</u>	<u>Electrical Cost</u>	<u>Total Site Cost</u>
Azalea Hall/McKinleyville Library site	\$ 39,980	\$ 32,400	\$ 72,380
Mad River Community Hospital site	\$ 38,618	\$ 33,108	\$ 71,726
Carlson Park site	\$ 2,580	\$ 19,160	\$ 21,740
Total Project Cost	\$ 81,178	\$ 84,668	\$ 165,846

BID ALTERNATES:

None for this project

UNIT PRICES

For changing quantities of work items from those indicated on the contract drawings and specifications, upon written instructions from the Owner's Engineer, the following prices shall prevail:

- 1. None for this project

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the General Conditions.

Proposal Signature Page

Accompanying this proposal is Bidder's Bond
(Insert the words "Cash (\$)", "Cashier's Check", "Certified Check", or "Bidder's Bond", as the case may be) in the amount of at least ten percent (10%) of the total Bid Price submitted. The names of all persons interested in the foregoing proposal as Principals are as follows:

Will Adams, President

(NOTE: If a Bidder or other interested person is a Corporation, state the legal name of the corporation, also names of the president, secretary, treasurer, and manager thereof; if a Co-partnership, state the true name of the firm, also state the names of all individual co-partners composing the firm; if the Bidder or other interested person is an Individual, state the first and last names in full.)

Licensed in accordance with the Act providing for the registration of Contractors:

License No.: 875823 Expiration Date: 2/28/2026
DIR Number: 1000000607

By my signature on this bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Section 10162, and 10232, are true and correct and that the bidder has complied with the requirements of Section 8102 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-Collusion Declaration required by Title 23 United States Code, Section 112, and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulation, Part 29 Debarment and Suspension Certification are true and correct.



Signature of Bidder

9/17/2024



Date

If a Bidder is a Corporation or a Co-partnership:

Adams Commercial General Contracting, Inc.

Name of Corporation or Firm Name of Co-partnership

Signatures of officer(s) or partners authorized to sign contracts on behalf of the Corporation or Co-partnership, Corporations require signature by 2 (two) corporate officers:

 _____ Name	_____ President
 _____ Name	_____ Secretary
	_____ Title

If Signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with RCEA prior to opening Bids or may be submitted with the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized.

END OF SECTION 00 41 00

SECTION 00 43 13 – BID SECURITY FORM (BID BOND)

KNOW ALL PERSONS BY THESE PRESENTS:

We, the Contractor, Adams Commercial General Contracting, Inc. as principal (“Principal”), and Travelers Casualty and Surety Company of America, a corporation, organized and existing under and by virtue of the laws of the State of Connecticut and authorized to do surety business in the State of California, as surety (“Surety”), are firmly bound unto the Redwood Coast Energy Authority (“RCEA”), State of California, as Obligee in the penal sum of Ten Percent Dollars (\$ 10%), representing ten percent (10%) of the total amount of the bid of the Principal submitted to RCEA for the work described below for the payment of which sum in lawful money of the United States, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this agreement.

Whereas, the Principal has submitted the accompanying bid (“Bid”) dated 09/17/24, for the following project (“Project”):

Installation of EV Charging Stations for RCEA Charging Network – ARCATA & MCKINLEYVILLE

RCEA Project No. IFB-24-505

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the Redwood Coast Energy Authority, State of California, for all work specifically described in the accompanying bid;

NOW, THEREFORE, if the aforesaid Principal is awarded the contract, and within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract in the prescribed form, in accordance with the bid, and files the two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, or if the said Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.


In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney’s fee to be fixed by the Court.

In witness whereof the above-bound parties have executed this instrument under their several seals this 11th day of September, 2024, the name and corporate seal of each corporate Party being hereunder affixed, and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)

Adams Commercial General Contracting, Inc.

Principal/Contractor

By 

Title: President

(Corporate Seal)

Travelers Casualty and Surety Company of America

Surety

Attach Attorney-In-Fact Certificate

By 

Attorney-in-Fact

Title

To be signed by Principal and Surety and Acknowledgment and Notary Seal to be attached.

END OF SECTION 00 43 13

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

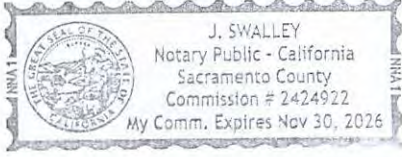
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)
On 9-11-24 before me, J. Swalley, notary public
Date Here Insert Name and Title of the Officer
personally appeared Shirley Baugh
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature J. Swalley
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Shirley Baugh** of **SACRAMENTO California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

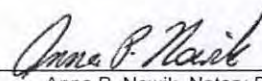
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

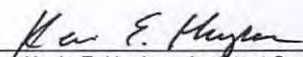
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **September**, 2024




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

SECTION 00 45 13 – BIDDER'S QUALIFICATIONS

Installation of EV Charging Stations for RCEA Charging Network – ARCATA & MCKINLEYVILLE

RCEA Project No. IFB-24-505

TO THE BIDDER:

In making its award, the Board of Directors for RCEA will take into consideration the Bidder's experience, financial responsibility and capability. The following questionnaire is a part of the bid. Any bid received without this completed form may be rejected as nonresponsive. The Board will use, but will not be limited to, the information provided herein for evaluating the qualifications and responsibility of the Bidder and the Bidder's organization to carry out satisfactorily the terms of the Contract Document. The questionnaire must be filled out accurately and completely and submitted with the bid. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the bid and may be grounds for the termination of any contract executed as a result of the bid. Please fill in all questions or mark "not applicable."

A. Description of Bidder's Organization

1. Firm Name Adams Commercial General Contracting, Inc.

2. Address 339 2nd Street, Eureka, CA 95501

3. Telephone Number 707-443-6000

4. Type of Organization

a. Corporation? Yes No

If yes, list the officers and positions, and the State in which incorporated.

Will Adams, President, California

If the Bidder corporation is a subsidiary, give name and address of parent corporation.

n/a

b. Partnership? Yes No

If yes, list partner names and addresses

General Partners:

Limited Partners:

c. Individual Proprietorship? Yes No

If yes, list name and address of proprietor:

B. Nature of Operations

1. How long have you been engaged in the contracting business under your present business name?
13 years
2. How many years of experience does your business have in construction work similar to that called for under this bid? 21
3. Have you now contracts, or have you ever contracted, to provide construction for any government agency or special district in the State of California? Yes No
 - a. If "yes," on a separate attached sheet, provide the following information for all construction projects you have had with government agencies or special districts during the last four (4) years:
 - i. Year contract awarded
 - ii. Type of work
 - iii. Contract completion time called for/actual completion time
 - iv. Contract price
 - v. For whom performed, including person to call for a reference and telephone number.
 - vi. Location of work
 - vii. Number of stop notices file.
 - viii. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff.
 - ix. Amount of liquidated damages assessed.
 - b. On a separate attached sheet, provide the following information for all construction contracts of a similar nature as called for in this bid that you have had with other entities during the last four (4) years:
 - i. Year contract awarded
 - ii. Type of work
 - iii. Contract completion time called for/actual completion time
 - iv. Contract price
 - v. For whom performed, including person to call for reference and phone number
 - vi. Location of work
 - vii. Number of stop notices filed
 - viii. For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff
 - ix. Amount of liquidated damages assessed.
 - c. For each construction contract that you have failed to complete within the contract time in the last four years please state the reasons for the untimely performance.

C. Past Experience


1. If any of the business endeavors referred to above are no longer operating, or you are no longer associated with them, please give brief details:

n/a

2. The following surety companies may be contacted as references as to the financial responsibility and general reliability of the Bidder:

<u>Surety Name</u>	<u>Contact Person</u>	<u>Phone Number</u>
<u>Travelers Casualty & Surety Company of America</u>		
<u>Contact: JoBeth Swalley of Valley Surety Insurance Agency</u>		
<u>Phone: 916-567-6676</u>		

I certify under penalty of perjury of the laws of the State of California that the foregoing is true and correct.
Executed at Eureka, California, on September 17, 2024.

Signature of Bidder 
Name (*print*) Will Adams
Company Adams Commercial General Contracting, Inc.

END OF SECTION 00 45 14

SECTION 00 45 19 – NON-COLLUSION DECLARATION

The undersigned declares:

I am the President of Adams Commercial General Contracting, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/17/2024 [date], at Eureka [city], California [state].



Signature of Bidder

Date: 9/17/2024

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

END OF SECTION 00 45 19

SECTION 00 45 26 – WORKERS’ COMPENSATION CERTIFICATION STATEMENT

Labor Code §3700 in relevant part provides:

“Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.”

I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.



Signature of Contractor

Date: 9/17/2024

In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.

END OF SECTION 00 45 26

SECTION 00 45 48 – DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The CONTRACTOR, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

1. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State, or local agency;
2. has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal, State, or local agency within the past 3 years;
3. does not have a proposed debarment pending; and
4. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

NOTE: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



Signature of Contractor

Date: 9/17/2024

END OF SECTION 00 45 48

ADAMS COMMERCIAL GENERAL CONTRACTING, INC.
CONTRACT REFERENCES

PROJECT	VALUE	OWNER	ARCHITECT	% COMPLETE	COMPLETION DATE
Newburg Glen Apartments	\$ 4,680,110	Newburg Glen, LLC	McSorley Architecture	0%	12/31/2025
Humboldt County Courthouse Reroof	\$ 1,632,531	County of Humboldt Public Works	McSorley Architecture	90%	8/30/2024
Fred Ender Municipal Swimming Pool HVAC	\$ 1,172,729	City of Crescent City Public Works	Aecom	5%	2/1/2025
County of Humboldt DA's Office Flooring Replacement	\$ 350,802	County of Humboldt Administrative Office	Nichols, Melburg & Rossetto	5%	10/10/2024
Cal Poly Humboldt BSS/KA Boiler Replacements	\$ 655,880	Cal Poly Humboldt	Cal Poly Humboldt	95%	8/10/2024
Buhne Street Townhomes	\$ 612,400	Humboldt Development Company	ORY Drafting and Design	5%	6/1/2025
Alt. & New Bldgs at Albee Stadium & Bud Cloney Field	\$ 26,283,330	Eureka City Schools	FF&J Architects, Inc.	12%	3/1/2026
Arcata High School Restrooms Remodel	\$ 1,100,261	Northern Humboldt Union School District	Nichols, Melburg & Rossetto	65%	10/1/2024
339 2nd Street Mixed Use Building	\$ 4,162,370	Northern Humboldt Development Company, LLC	McSorley Architecture	100%	3/1/2024
217 E Street Tenant Improvement	\$ 124,000	Provisor Investments	Design/Build	0%	11/1/2024
Alterations to Building C at Eureka High School	\$ 9,979,680	Eureka City Schools	FF&J Architects, Inc.	99%	8/15/2024
Rohnerville Fire Station	\$ 2,768,046	Fortuna Fire Protection District	CleekCo Drafting & Design	100%	7/20/2024
Ridgewood Elem. School Modernization, Ph. 1	\$ 1,161,180	Cutten Elementary School District	StudioW Architects	100%	3/30/2024
Scotia Baseball Field Accessibility Improvements	\$ 213,434	Scotia Community Services District	Whitchurch Engineering, Inc.	100%	4/15/2024
Petaluma Veterans Bldg. Seismic & Reroof	\$ 1,992,410	County of Sonoma Dept. of Public Infrastructure	Tierney/Figueiredo Architects	100%	12/27/2023
Early Head Start & Head Start Classrooms	\$ 1,583,246	Northcoast Children's Services	K. Boodjeh Architects	65%	9/1/2024
Humboldt County Probation Bldg. Fire Reconstruction	\$ 267,014	County of Humboldt Public Works	Nichols, Melburg & Rossetto	100%	3/20/2024
City of Clearlake City Hall Interior Remodel	\$ 1,359,679	City of Clearlake	StudioW Architects	100%	3/10/2024
Humboldt County Auditor/Controller Office	\$ 709,640	County of Humboldt Administrative Office	Nichols, Melburg & Rossetto	100%	7/15/2024
Clark Complex ADA Modification Project	\$ 346,012	County of Humboldt Administrative Office	Brokaw Design	100%	1/31/2024
City of Eureka Coast Guard Building	\$ 278,841	City of Eureka Public Works Department	Whitchurch Engineering, Inc.	100%	1/19/2024
Courthouse 4th Street ADA Modification Project	\$ 514,068	County of Humboldt Administrative Office	Nichols, Melburg & Rossetto	100%	3/15/2024
Courthouse ADA Improvements (Restrooms)	\$ 2,185,849	County of Humboldt Administrative Office	Nichols, Melburg & Rossetto	88%	11/10/2024
Cal Poly Humboldt Library Flat Roof Replacement	\$ 1,709,458	California State University Board of Trustees	Suarez-Kuehne Architecture	100%	1/31/2024
Humboldt County Jail Exercise Room	\$ 59,474	County of Humboldt Public Works	County of Humboldt Public Works	100%	6/23/2023
Valley East Lofts	\$ 3,286,470	Northern Humboldt Property Development, LLC	Julian Berg Designs	70%	8/1/2024
Arcata House Partnership 2 Motel Remodel	\$ 415,000	Arcata House Partnership	Design/Build	100%	4/1/2024
MacKerricher State Park Accessibility Upgrades	\$ 4,308,236	California State Dept. of Parks & Recreation	CA State Dept. of Parks & Recreation	77%	11/30/2024
El Pueblo Market	\$ 2,186,312	Engelberto Tejada	Whitchurch Engineering, Inc.	90%	8/30/2024
Scotia Museum ADA Upgrades & HVAC	\$ 307,212	Scotia Community Services District	Whitchurch Engineering, Inc.	100%	11/15/2023
Homekey Transitional Housing	\$ 1,039,517	Arcata House Partnership	Design/Build	100%	3/1/2022
Arcata Gardens Apartment Remodel, Phase II	\$ 206,459	Humboldt Bay Housing Development Corporation	Trinity Valley Consulting Engineers, Inc.	100%	2/3/2023
Anderson Valley High School HVAC Replacement	\$ 486,283	Anderson Valley Unified School District	Alameida Architecture	100%	12/21/2022
Old Town Eureka Commercial & Residential Dev.	\$ 4,436,230	Northern Humboldt Property Development, LLC	McSorley Architecture	100%	2/15/2024
Houda Point Accessibility Trail	\$ 81,072	Trinidad Coastal Land Trust	K. Boodjeh Architects	100%	7/20/2022
Smith Lane, Fortuna Apartments	\$ 4,363,554	Adams Development Company, LLC	JMB Architecture	100%	3/2022
Parents & Friends Residential Care Facility	\$ 2,903,613	Parents & Friends, Inc.	K. Boodjeh Architects	100%	5/12/2023
Humboldt County Jail Accessibility Improvements	\$ 1,211,867	County of Humboldt Administrative Office	Nichols, Melburg & Rossetto	100%	5/31/2023
Correctional Facility Safety Netting	\$ 112,205	County of Humboldt Public Works	LDA Partners, Inc.	100%	5/31/2023
Davenport Essential Oils Tenant Improvement	\$ 1,032,256	Davenport Essential Oils	CleekCo Drafting & Design	100%	12/31/2023
Cutten Elementary School Modernization	\$ 1,525,826	Cutten Elementary School District	StudioW Architects	100%	8/1/2023
Lutheran Home for the Aging 4-Plexes	\$ 1,809,696	Lutheran Home for the Aging	Clare Freeman Residential Design	100%	10/8/2023
Tish Non Townhomes	\$ 1,747,109	Bear River Band of the Rohnerville Rancheria	Trinity Valley Consulting Engineers, Inc.	100%	5/2023
Human Services Building	\$ 1,037,631	Hoopa Valley Tribe	Design/Build	100%	2/3/2023
Murphy's Market Warehouse	\$ 244,466	Patrick Murphy	Design/Build	100%	1/10/2024
Coast Guard Medical Clinic Reconfigure	\$ 1,305,319	US Coast Guard	US Coast Guard Civil Engineering Unit Oakland	100%	11/3/2023

STHS Tenant Improvement	\$ 3,312,701	Southern Trinity Health Services	CleekCo Drafting & Design	100%	12/1/2022
Garberville DHHS ADA Modifications	\$ 187,950	County of Humboldt Administrative Office	Alameida Architecture	100%	12/13/2022
Sunset Hall Roof Replacement	\$ 822,308	Cal Poly Humboldt	Suarez-Kuehne Architecture	100%	11/16/2022
Eureka Pet Cremation Remodel	\$ 147,658	Eureka Pet Cremation	Design/Build	100%	8/20/2022
Arena Elementary Roof/Ceiling Replacement	\$ 179,651	Arena Union Elementary School District	Alameida Architecture	100%	7/15/2022
Veterans Services ADA Modifications	\$ 67,150	County of Mendocino General Services Department	Brokaw Design	100%	6/10/2022
Mental Health Water Damage	\$ 21,008	Mendocino County Executive Office	Mendocino County Executive Office, Facilities & Fleet Div	100%	4/6/2022
Trinidad Grading/Erosion Control	\$ 133,161	Trinidad Rancheria	Trinity Valley Consulting Engineers, Inc.	100%	3/30/2022
Willits Fire Station	\$ 5,831,915	Little Lake Fire Protection District	Calpo Hom & Dong Architects	100%	2/23/2022
Bear River Casino Poker Room	\$ 635,808	Bear River Casino Resort	Design/Build	100%	1/31/2022
Regional Behavioral Health Training Center	\$ 308,482	County of Mendocino Executive Office	Schlosser, Newberger Architects	100%	11/19/2021
Trinidad Rancheria Victim Services	\$ 548,501	Trinidad Rancheria	Trinity Valley Consulting Engineers, Inc.	100%	10/2021
Garberville Mini Complex	\$ 2,428,303	County of Humboldt County Administrative Office	Sally Swanson Architects	100%	10/2021
Ambrosini Elementary Mod	\$ 246,270	Fortuna Elementary School District	BCA Architects	100%	9/15/2021
Tish Non Multifamily	\$ 2,153,258	Bear River Band of the Rohnerville Rancheria	CleekCo Drafting & Design	100%	8/16/2021
Big Blue Café	\$ 482,278	Slack Family, LLC	Heartwood Design/Build	100%	7/31/2021
Cher-AE Heights Slope Stabilization	\$ 402,587	Trinidad Rancheria	Trinity Valley Consulting Engineers, Inc.	100%	6/7/2021
Arcata Gardens Apartment Remodel, Phase I	\$ 1,153,246	Humboldt Bay Housing Development Corporation	Philippe Lapotre Architect	100%	5/27/2021
Homekey Transitional Housing	\$ 1,195,832	County of Mendocino Executive Office	Brokaw Design	100%	5/24/2021
CCCU ATM Upgrades	\$ 280,394	Coast Central Credit Union	McSorley Architecture	100%	2/15/2021
Pacific Union School District Classroom Addition	\$ 1,602,686	Pacific Union School District	Siskiyou Design Group	100%	12/30/2020
Trinidad Rancheria Emergency Operations Center	\$ 715,705	Trinidad Rancheria	Trinity Valley Consulting Engineers, Inc.	100%	12/22/2020
Thirsty Bear Lounge	\$ 295,997	Bear River Casino Resort	I-S Design Build	100%	12/22/2020
Bear River Softball Field	\$ 830,859	Bear River Band of the Rohnerville Rancheria	CleekCo. Drafting & Design	100%	11/20/2020
Humboldt County Courthouse 5th Floor Remodel	\$ 2,976,571	County of Humboldt Public Works	NMR Architects	100%	10/1/2020
Coastal Grove Charter School	\$ 65,957	Arcata School District	N/A	100%	9/24/2020
Fortuna Vets Hall	\$ 172,978	Humboldt County Public Works	McSorley Architecture	100%	8/28/2020
Poletski's Appliance Façade Remodel	\$ 214,486	Rick Poletski	Cleekco Drafting & Design	100%	8/26/2020
Eagle Prairie Elementary Modernization	\$ 1,024,348	Rio Dell School District	BCA	100%	8/20/2020
Church & Pine St. Development	\$ 612,000	Humboldt Development Company	ORY Drafting and Design	100%	7/8/2020
Sunny Brae Middle School Modernization	\$ 3,694,300	Arcata School District	Siskiyou Design Group	100%	4/3/2020
County of Humboldt Mental Health ADA	\$ 355,000	County of Humboldt Public Works	Brokaw Design	100%	11/1/2019
Pacific Union School MP Roof and Wall	\$ 411,490	Pacific Union School District	Siskiyou Design Group	100%	10/29/2019
County of Humboldt Clam Beach ADA	\$ 280,000	County of Humboldt Public Works	KPA Architects	100%	9/15/2019
Public Defender ADA	\$ 68,720	County of Humboldt County Administrative Office	The KPA Group	100%	9/10/2019
McKinleyville High School Phase 2 Fields	\$ 1,539,000	Northern Humboldt Unified School District	Verde Design	100%	9/1/2019
Rio Dell Library	\$ 59,640	County of Humboldt County Administrative Office	Brokaw Design	100%	8/20/2019
Humboldt Plaza Tenant Improvement	\$ 1,038,000	Humboldt Partners LLC	Kash Boodjeh Architects	100%	8/1/2019
Jedediah Smith Redwoods State Park	\$ 423,699	State of California – Department of Parks & Recreation	Laura Serena Wood	100%	8/1/2019
Veterans Memorial Building Seismic Retrofit	\$ 8,435,000	County of Humboldt	Kash Boodjeh Architects	100%	7/15/2019
Stillman Way	\$ 412,000	Humboldt Development Company	Design/Build	100%	5/21/2019
Freshwater Park ADA Improvements	\$ 164,000	County of Humboldt Public Works	KPA Architects	100%	5/1/2019
Bear River Entertainment Center	\$ 4,438,000	Bear River Band Rohnerville Rancheria	Paradigm Design	100%	5/1/2019
Bear River Gift Shop/Business Center	\$ 350,000	Bear River Casino	Design/Build	100%	5/1/2019
Department of General Services TI	\$ 1,438,000	The Carrington Company	Vitae	100%	3/20/2019
Salvation Army Silvercrest	\$ 285,865	The Salvation Army Silvercrest	Cleekco Drafting & Design	100%	11/8/2018
Pacific Union School Computer Lab Removal	\$ 33,400	Pacific Union School District	n/a	100%	8/1/2018
Humboldt Sr. Resource Center	\$ 77,060	Humboldt Senior Resource Center	Pacific Affiliates	100%	7/1/2018
Fortuna Mixed Use Building	\$ 1,320,000	Humboldt Development Company	Cleekco	100%	5/1/2018
Humboldt County Jail ADA Project	\$ 151,000	County of Humboldt	NMR Architects	100%	4/1/2018

Humboldt County Animal Shelter	\$ 12,184	County of Humboldt	The KPA Group	100%	4/1/2018
Bear River Housing Phase VII	\$ 826,300	Bear River Band Rohnerville Rancharia	SHN Consulting	100%	2/1/2018
Humboldt State - SERC Building Addition	\$ 832,120	Humboldt State University	Suarez-Kuehne Architecture	100%	9/15/2017
Juniper Apartment Remodel	\$ 645,000	Housing Humboldt	Phillipe Lapotre	100%	9/1/2017
BMW New Dealership	\$ 1,798,000	Reza Lankarani	Whitfield Associates	100%	3/1/2017
Crescent City Fire Hall Seismic Retrofit	\$ 1,248,000	City of Crescent City	Stover Engineering	100%	2/1/2017
Bear River Recreation Center Phase 2	\$ 4,350,000	Bear River Band of the Rohnerville Rancharia	CleekCo	100%	7/30/2016
Marine Terminal 3 Remodel	\$ 878,000	Humboldt Bay Harbor Recreation & Conservation District	Design/Build	100%	7/15/2016
McKinleyville Teen Center	\$ 2,015,000	McKinleyville Community Services District	LDA Partners, Inc.	100%	5/15/2016
MultiFamily Housing	\$ 1,120,000	Humboldt Development Company	CleekCo	100%	2/15/2016
Coast Central Credit Union TI	\$ 465,000	Coast Central Credit Union	Eric Lindstrom Architects	100%	11/15/2015
CR Mendocino Hall Reroof and Abatement	\$ 400,000	College of the Redwoods	Nichols Rossetto.	100%	9/25/2015
Bear River Casino Gaming Floor Remodel	\$ 750,000	Bear River Casino	I-5 Design	100%	7/30/2015
Happy Camp Duplex Project	\$ 920,449	Karuk Tribe Housing Authority	KAS & Associates, Inc.	100%	6/1/2015
NCUAQMD Tenant Improvement	\$ 262,761	NCUAQMD	Eric Lindstrom Architects	100%	12/22/2014
Bear River Tribe Phase VI Homes	\$ 859,312	Bear River Band Rohnerville Rancharia	LACO Associates	100%	12/14/2014
Eureka Internal Medicine TI	\$ 110,615	St. Joseph Medical	Design/Build	100%	11/17/2014
Trinidad Elementary School Modernization	\$ 1,842,825	Trinidad Union School District	Siskiyou Design Group	100%	11/15/2014
Arcata Elementary School Modernization	\$ 2,337,676	Arcata School District	Siskiyou Design Group	100%	9/30/2014
Tobacco Traders Coffee & Tobacco Store	\$ 632,082	Bear River Band Rohnerville Rancharia	Matson & Vallergera	100%	9/1/2014
TisnNon Health & Wellness Phase I	\$ 438,000	Bear River Band of the Rohnerville Rancharia	CleekCo	100%	6/1/2014
HSU Marine Wildlife Care Center Addition	\$ 289,000	Humboldt State University	Suarez-Kuehne Architecture	100%	1/10/2014
Bear River Casino Addition	\$ 920,000	Bear River Casino	Design/Build	100%	12/15/2013
Bear River Tribe Phase V Homes	\$ 984,000	Bear River Band of the Rohnerville Rancharia	LACO Associates	100%	12/1/2013
Union Green Student Housing	\$ 2,242,000	Yurok Indian Housing Authority	David Pierce Architect	100%	11/1/2013
SunnyBrae Middle School Modernization	\$ 909,000	Arcata School District	Siskiyou Design Group	100%	10/31/2013
McKinleyville High School Media Center	\$ 268,000	Northern Humboldt Unified School District	Davis Pierce Architect	100%	9/15/2013
Orleans Health and Wellness Center	\$ 625,000	Karuk Tribe	Design/Build	100%	6/15/2013
Bear River Tribe Phase IV Homes	\$ 911,000	Bear River Band Rohnerville Rancharia	LACO Associates	100%	4/1/2013
Vector Aquatic Center	\$ 615,000	Vector Rehabilitation	Phillippe Lapotre	100%	3/1/2013
Eureka Muni. Auditorium Seismic	\$ 413,000	City of Eureka	LACO Associates	100%	1/15/2013
County Health Dept. TI	\$ 476,000	County of Humboldt	707 Architecture Workshop	100%	12/23/2012
HFD Station 11 Addition	\$ 538,000	Humboldt Fire District #1	JAG	100%	2/15/2012



ADAMS COMMERCIAL GENERAL CONTRACTING
339 2nd Street, Eureka, CA 95501 / Lic. #875823 / DIR 1000000607

**BID PROPOSAL:
INSTALLATION OF EV CHARGING
STATIONS FOR RCEA CHARGING
NETWORK**

Redwood Coast Energy Authority
633 3rd Street, Eureka, California 95501
9/17/24 @ 1:00PM

RECEIVED

SEP 17 2024

Redwood Coast Energy Authority

REDWOOD COAST ENERGY AUTHORITY

TIME 12:52
RECEIVED BY Louis R
INITIALS LR

RECEIVED

SEP 17 2024

Redwood Coast Energy Authority

Project: Installation of RCEA EV Charging Stations - McKinleyville/Arcata

Invitation for Bids (IFB)-24-505

Bids received by no later than 1:00 pm September 17, 2024

Bidder	Base Bid: Total Bid Amount	Date/ Time Received	Addenda Noted	Bid Form	Bid Security Form/ Check	Sub-contractor List Form	Bidder's Qualification	Non-Coll. Declaration	Worker's Comp Cert	Debarment & Suspension Cert Form	DIR #	CSLB #
ATC	\$156,185.00	9/17/2024 at 11:02 AM	X	X	X	X	X	X	X	X	1001049299	944965
Hooven & Reece inc.	\$142,414.30	9/17/2024 at 12:35 PM	X	X	X	X	X	X	X	X	1000859605	1078205
Adams Commercial Gen. Contracting	\$165,846.00	9/17/2024 at 12:52 PM	X	X	X	X	X	X	X	X	1000000607	875823



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CA Lic. #875823

September 20, 2024

Mike Avcollie
Redwood Coast Energy Authority (RCEA)
633 3rd Street
Eureka, CA 95501

Sent via email: procurement@redwoodenergy.org; mavcollie@redwoodenergy.org

**Re: Bid Protest
Installation of EV Charging Stations for RCEA Network – Arcata & McKinleyville**

Dear Mr. Avcollie,

Per Specifications Section 00 73 00 Supplementary General Conditions, Article SGC 23. Bid Protest, we formally protest the bids submitted for the above-mentioned project on September 17, 2024 by both Hooven & Reese, Inc. and A.T.C.

Hooven & Reese, Inc.:

The bid packet submitted by Hooven & Reese, Inc. is missing the majority of Specifications Section 00 45 013 Bidder's Qualifications and therefore does not comprise a responsive bid. The idea that this form or lack thereof is inconsequential is not correct. If the form is inconsequential, then why is it included in the bid documents? There is no way to determine if the bidder is qualified to perform this work, as they did not submit their qualifications. For this reason, the bid of Hooven & Reese, Inc. should be thrown out.

Specifications Section 00 11 16 Invitation to Bidders clearly states:

“Each Bid must contain all components specified in Section 00 43 93 – Bid Submittal Check List and shall be submitted on the forms furnished by RCEA within the Bid Documents. All forms must be completed.”

Specifications Section 00 21 13 Instructions to Bidders, Item E. Required Bid Form states:

“Bids must be full and complete. Bidders must complete all bid items and supply all information required by the bidding documents and specifications.”

Additionally, Specifications Section 00 21 13 Instructions to Bidders, Item F. Contents of Bid Envelope lists in detail:

“The bid envelope shall contain all of the following:
Section 00 41 00 - Bid Form



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Section 00 43 13 - Bid Security Form (Bid Bond), if required
Section 00 43 36 - Subcontractor List
Section 00 45 13 – Bidder’s Qualification (emphasis added)
Section 00 45 19 - Non-Collusion Declaration
Section 00 45 26 - Workers' Compensation Certification Statement
Section 00 45 48 - Debarment and Suspension Certification”

Specifications Section 00 43 93 Bid Submittal Check List also lists in detail:

“The following documents shall be submitted by each Bidder, as part of their complete Bid:

Section 00 41 00 – Bid Form
Section 00 43 13 – Bid Security Form (Bid Bond)
Section 00 43 36 – Subcontractor List
Section 00 45 13 – Bidder’s Qualifications (emphasis added)
Section 00 45 19 – Non-Collusion Declaration
Section 00 45 26 – Workers’ Compensation Certification
Section 00 45 48 – Debarment and Suspension Certification

END OF SECTION 00 43 93”

As described in the email sent September 20, 2024 by Mike Avcollie, Hooven & Reese, Inc. failed to include the Bidder’s Qualifications form provided in the bid documents in their bid packet and instead attached a separate sheet outlining previous projects completed by their company. The Bidder’s Qualifications form requests much more information that all other bidders are required to provide that Hooven & Reese, Inc. failed to provide, including Description of Bidder’s Organization, Nature of Operations, Surety Contact, and the bidder’s signature. The above repeatedly stated requirements have not been met and Hooven & Reese, Inc. should be disqualified as a responsive bidder.

A.T.C.

The bid submitted by A.T.C. should also be considered non-responsive, as this contractor is not currently registered with the Department of Industrial Relations (DIR) and they failed to include the required updated bid form.

A.T.C.’s registration with the DIR expired on June 30, 2024 and has not been renewed. Please see the attached printout from the DIR website. Specifications Section 00 11 16 Invitation to Bidders states:

“This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor or subcontractor listed on



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the bid proposal must be registered with the Department of Industrial Relations at the time of bidding pursuant to Labor Code section 1725.5.”

Additionally, State of California Labor Code Section 1725.5 requires all contractors bidding on a Public Works project to have current registration with the DIR before submitting a bid. Please see the attached printout.

Addendum 1 of the bid documents included an updated Bid Form. As described in the email sent September 20, 2024 by Mike Avcollie, A.T.C. submitted their bid packet on the old Bid Form. Specifications Section 00 21 13 Instructions to Bidders, Item E. Required Bid Form states:

“All bidders must submit bids on the Section 00 41 00, the “Bid Form.” RCEA will reject as non-responsive any bid not submitted on the required form.”

Addendum 1 updates the requirements of the bid and A.T.C. should be disqualified as a responsive bidder as a result of ignoring the updates provided in Addendum 1.

The bid proposal we submitted on September 17, 2024 is complete, on updated forms, and we hold current registration with the DIR. Adams Commercial General Contracting, Inc. is the only responsive bidder for this project and the contract should be awarded to our company.

Thank you,

A handwritten signature in black ink, appearing to read "Will Adams", is positioned above a horizontal line.

Will Adams, President

Cc: ATC, atc741@yahoo.com
Hooven & Reese, nick@hoovenandree.com
Timothy J. Wykle: Mathews, Kluck, Walsh & Wykle, LLP, tjwykle@mkwwlaw.com

**LABOR CODE - LAB****DIVISION 2. EMPLOYMENT REGULATION AND SUPERVISION [200 - 2699.8]** (*Division 2 enacted by Stats. 1937, Ch. 90.*)**PART 7. PUBLIC WORKS AND PUBLIC AGENCIES [1720 - 1964]** (*Part 7 enacted by Stats. 1937, Ch. 90.*)**CHAPTER 1. Public Works [1720 - 1861]** (*Chapter 1 enacted by Stats. 1937, Ch. 90.*)**ARTICLE 1. Scope and Operation [1720 - 1743]** (*Article 1 enacted by Stats. 1937, Ch. 90.*)

1725.5. A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The director may establish and adjust annual registration and renewal fees by publishing the fees on the department's internet website. The initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier, and has not been awarded a contract for, or has not engaged in the performance of, work on projects or developments without being lawfully registered in accordance with Section 1725.6 within the preceding 12 months. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

(g) A contractor that has paid the registration or renewal fee and is registered under Section 1725.6 shall not pay the registration or renewal fee required under paragraph (1) of subdivision (a) to register as a contractor under this section.

(h) This section shall remain in effect only until July 1, 2026, and as of that date is repealed.

(Amended (as amended by Stats. 2023, Ch. 39, Sec. 23) by Stats. 2024, Ch. 52, Sec. 21. (AB 171) Effective July 2, 2024. Repealed as of July 1, 2026, by its own provisions. See later operative version, as amended by Sec. 22 of Stats. 2024, Ch.52.)



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A.T.C.

Contractor

Contractor business email

atc741@yahoo.com

Contractor c ation eff date

2023-06-03

Contractor first name

Adriel

Contractor mailing city

Trinidad

Contractor mailing state

Contractor mailing zip

Contractor physical city

Contractor physical state

Contractor physical zip

Contractor certify date

Contractor company type

Contractor craft legacy

Contractor craft snow

Contractor c ation exp date

Contractor date deactivated

Contractor dba name

Contractor entity number

Contractor ID

Contractor last name

Contractor mailing address2

Contractor physical address1

Contractor physical address2

Contractor source

Contractor wc cert date

Contractor wc exp date

Contractor wc policy number

Contractor wc selection

Contractor legal entity name

A.T.C.

Contractor mailing address1

PO Box 804

Contractor wc carrier

Checked

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STAFF REPORT
Agenda Item # 7.1

AGENDA DATE:	September 26, 2024
TO:	Board of Directors
PREPARED BY:	Faith Carlson, Regulatory and Legislative Policy Manager Jocelyn Gwynn, Senior Power Resources Manager
SUBJECT:	Request for Information in Response to CAISO Interconnection Process Enhancements

BACKGROUND

The California Independent System Operator (CAISO) manages the state’s transmission grid operation and planning. As part of planning, CAISO manages the interconnection queue, made up of new energy projects waiting to connect to the grid, batched by year in groups called “clusters.” CAISO has been reforming the interconnection process since 2023 through a stakeholder initiative called Interconnection Process Enhancements (IPE). IPE aims to accelerate interconnections by reducing the number of “phantom” projects in the queue, which CAISO has studied but which developers are not pursuing for one reason or another.

Under the former interconnection process, CAISO had some of the most flexible queue-entrance requirements in the nation. The process allowed projects without a location or even project design to remain in the queue. While this flexible process enabled California to transition to a more renewable grid faster than other states, CAISO’s interconnection applications have quadrupled, effectively immobilizing the process.

CAISO’s interconnection process reforms are going into effect with the current Queue Cluster 15.

- CAISO will consider the project region’s transmission capacity.
- CAISO will score projects based on system need, project viability, and commercial interest to determine which will undergo interconnection studies.

Load-serving entities (LSEs) such as RCEA will weigh in on commercial interest, choosing projects whose output they might want to procure once the interconnection process is underway. LSE commercial interest points will give those projects a better chance of reaching the study phase and eventual grid interconnection.

SUMMARY

Staff seek Board approval to issue a Request for Information for CAISO Queue Cluster 15 Resources. The RFI is similar to past RCEA power solicitations. The attached proposed RFI Protocol lists full terms and conditions. Staff reviewed IPE solicitations by other LSEs and included some of their common features.

Exclusivity: Queue Cluster 15 projects do not yet have the cost and schedule certainty RCEA staff needs to recommend projects to the Board for contract negotiation. Staff would require selected projects to enter a Commercial Interest Exclusivity Agreement with RCEA and post a deposit. In exchange, RCEA would award IPE commercial interest capacity points. This exclusivity agreement would keep developers from negotiating offtake with other buyers and would be in effect until the respondent is ready to negotiate a contract based on a binding project offer, which they would submit under a subsequent RCEA solicitation. RCEA would evaluate this offer alongside others. The deposit would be refundable under several conditions including if:

- RCEA elects not to shortlist the binding offer,
- CAISO does not select the project for interconnection study, or
- RCEA terminates its RFI.

The respondent forfeits the deposit if they offer the project to another buyer, fail to submit the binding offer to RCEA's subsequent solicitation, or fail to comply with the RFI terms and conditions or CAISO's rules. Please see the proposed Commercial Interest Exclusivity Agreement terms (attached).

Eligibility: To be eligible for the RFI, respondents' projects would need to meet the following criteria:

- 1) Be seeking interconnection in CAISO's Queue Cluster 15 interconnection process,
- 2) Have secured most of their project footprint under lease, ownership, or some other form of site control, and
- 3) Be a renewable, carbon-free or energy storage technology project.

Evaluation: RCEA will evaluate responses according to the following weighted scoring criteria: (This solicitation values price less because developers will not know interconnection costs.)

- 40 – Development risk including interconnection, permitting, financing
- 20 – Overall indicative price, portfolio fit, market value, compliance value
- 20 – Respondent experience, qualifications, creditworthiness
- 10 – Site-specific environmental impact
- 10 – Location and community benefit

Schedule: Staff expect to issue the solicitation within one week of Board approval. The Federal Energy Regulatory Commission (FERC) has been overseeing the interconnection reform process and is expected to approve CAISO's IPE Proposal on October 1. The FERC may reject the LSE commercial interest component of the proposed scoring process. If this happens, staff will not issue the solicitation.

RFI Documents: Staff will issue standard forms with this solicitation in addition to the RFI Protocol and Commercial Interest Exclusivity Agreement. Staff are not asking the Board to review these as they do not contain RFI terms and conditions.

- Appendix A Statement of Qualifications Form
- Appendix B Project Details Form
- Appendix C Indicative Pricing Form

ALIGNMENT WITH [RCEA'S STRATEGIC PLAN](#)

This new statewide process does not directly impact RCEA's Strategic Plan. The RFI may make more viable, renewable resources available for contracting, which could contribute to the following goals:

- *4.1.2 Minimize Greenhouse Gas Emissions Associated with RCEA's CCE Program.*
- *4.1.4 Maximize Renewable Energy Content of RCEA's CCE Program.*
- *4.1.8.1 Support Utility Scale Solar Energy Development.*

EQUITY IMPACTS

The RFI will encourage potential respondents qualifying as a diverse business enterprise under the CPUC's Supplier Diversity Program to sign up for certification.

Staff will ask respondents to report their project's non-energy benefits to Disadvantaged Communities, labor and workforce, and community engagement. Staff will factor their answers into the response evaluation.

FINANCIAL IMPACT

This RFI will have no budgetary impact other than staff and legal counsel time to prepare and manage the solicitation. If RCEA selects projects to receive commercial interest capacity, they would post a deposit in the amount of \$5 per kilowatt of capacity, which RCEA would hold for the term of the Commercial Interest Exclusivity Agreement.

STAFF RECOMMENDATION

Authorize issuance of the Request for Information for CAISO Queue Cluster 15 Resources in accordance with the terms and conditions of the attached RFI Protocol and Commercial Interest Exclusivity Agreement.

ATTACHMENTS

- RFI Protocol
- Commercial Interest Exclusivity Agreement

RFI-24-402

REQUEST FOR INFORMATION

FOR

CAISO QUEUE CLUSTER 15 RESOURCES



Redwood Coast Energy Authority

www.RedwoodEnergy.org

Issuance: October 2, 2024

Responses Due: October 25, 2024 by 5:00pm PPT

to

procurement@redwoodenergy.org

CONTENTS

1	Background & Objective.....	3
2	Eligibility Specifications	4
2.1	Mandatory Criteria.....	4
2.2	Preferred Criteria.....	4
3	Submission Details.....	4
3.1	Response Submittal Instructions	4
3.2	Solicitation Documents.....	4
3.3	Submission Materials.....	5
3.4	Supplier Diversity and Labor Practices.....	6
3.5	Public Nature of Responses	6
3.6	Questions About this Solicitation	6
4	Schedule.....	7
5	Evaluation and Selection Process	7
5.1	Conformity Review	7
5.2	Response Scoring.....	7
5.3	Commercial Interest Capacity Award.....	8
5.4	Respondent Communications	8
5.5	Disclaimers.....	8

APPROVAL DRAFT

1 BACKGROUND & OBJECTIVE

Redwood Coast Energy Authority (“RCEA”) is a local government Joint Powers Authority founded in 2003 whose members include the Blue Lake Rancheria, the Yurok Tribe, the County of Humboldt, the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell, and Trinidad, the Humboldt Bay Municipal Water District. RCEA develops and implements sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient and renewable resources. RCEA has been providing electric power generation service to its member jurisdictions as a community choice aggregator (“CCA”) since 2017, and thus is subject to the legislative, regulatory and market requirements imposed on load serving entities (“LSE”) within the state of California.

RCEA’s Board of Directors has set a goal to procure 100% carbon-free and renewable energy on an annual basis by 2026. Additionally, RCEA’s RePower Comprehensive Action Plan for Energy¹ (“Strategic Plan”) calls for the development of new power resources within RCEA’s service area to achieve 100% local renewable energy by 2030. Pursuant to its Strategic Plan, RCEA strives to source as much of its power procurement from local projects as possible.

Through its Interconnection Process Enhancements Track 2 stakeholder process, the California Independent System Operator (“CAISO”) is planning to implement major reforms to its interconnection queue cluster study process, pending approval by the Federal Energy Regulatory Commission. The reforms are intended to reduce the number of non-viable projects in the interconnection queue and are expected to be implemented starting with Interconnection Queue Cluster 15 (“Cluster 15 Process”). Among the reforms is a scoring system that determines whether projects advance in the interconnection study process based on commercial interest, project viability, and system need. This scoring system allows LSEs, like RCEA, to express interest in specific projects by awarding them capacity that CAISO allocates to LSEs for commercial interest (“Commercial Interest Capacity”).

RCEA seeks information from qualified respondents for projects under development that 1) are requesting interconnection in the Cluster 15 Process, 2) have not yet received any Commercial Interest Capacity or need additional such capacity for their project to proceed in the interconnection process, and 3) can deliver renewable energy and flexible capacity to the grid in furtherance of RCEA’s contribution to California’s clean energy and reliability goals, as well as RCEA’s own Board-adopted goals, as described above. Respondents are asked to provide complete responses per the guidelines below. The results of this RFI may be used in whole or in part to determine how RCEA allocates its Commercial Interest Capacity to projects in the Cluster 15 Process.

¹ <https://redwoodenergy.org/wp-content/uploads/2020/06/RePower-2019-Update-FINAL-.pdf>

2 ELIGIBILITY SPECIFICATIONS

2.1 MANDATORY CRITERIA

To be eligible for consideration under this RFI, responses must meet the following requirements:

Interconnection: The project is requesting interconnection in CAISO's Cluster 15 Process.

Site Control: The project has secured at least 90% site control.

Technology Type: The project is categorized as one of the following resource types.

- i. PCC1 RPS-eligible generation;
- ii. PCC1 RPS-eligible generation paired with energy storage;
- iii. Standalone energy storage; or
- iv. Large hydropower carbon-free generation.

2.2 PREFERRED CRITERIA

Deliverability: RCEA prefers projects that are located in zones with Transmission Plan Deliverability capacity, are interconnecting at points with sufficient TPD capacity to accommodate the project, and that are seeking Full Capacity Deliverability Status (FCDS) in their interconnection process. Energy-only projects are eligible for this RFI, but are not preferred.

Size: RCEA serves an annual energy load of approximately 600 GWh and a peak demand of approximately 85 MW in the summer and 100 MW in the winter. Respondents are encouraged to scale their responses appropriately given RCEA's size, and to provide indicative commercial terms for multiple offtake capacities.

Location: RCEA's descending order of locational preference is as follows.

1. Humboldt Local Capacity Area
2. Trinity, Shasta, Tehama, Glenn, Lake, Mendocino or Sonoma Counties
3. Elsewhere in CAISO

3 SUBMISSION DETAILS

3.1 RESPONSE SUBMITTAL INSTRUCTIONS

Responses to this RFI are due by 5:00 p.m. PDT via email to **procurement@redwoodenergy.org**. The subject line of the email accompanying the response should include the phrase "RCEA 2024 QC-15 RFI". RCEA encourages respondents to be clear and concise in their responses, while still providing enough detail for the review team to adequately evaluate the response.

3.2 SOLICITATION DOCUMENTS

The documents accompanying this solicitation protocol are as follows and are posted on RCEA's contracting opportunities webpage: <https://redwoodenergy.org/contracting/>. Respondents are responsible for familiarizing themselves with and being fully aware of the terms of this solicitation, including each appendix.

- Appendix A Statement of Qualifications (SOQ) Form
- Appendix B Project Details Form
- Appendix C Indicative Pricing Form
- Appendix D Commercial Interest Exclusivity Agreement (not to be submitted with response – see Section 5.3)

3.3 SUBMISSION MATERIALS

Responses will be deemed complete if they include the following materials and are responsive to the instructions below. Submittals will be deemed conforming if they adhere to the mandatory criteria described in Section 2.1.

- ✓ SOQ Form in PDF or Word format (Appendix A)
- ✓ Project Details Form in PDF or Word format (Appendix B)
- ✓ Indicative Pricing Form in Excel format (Appendix C)
- ✓ Project maps in PDF format

Statement of Qualifications Form

Respondents are required to submit a statement of qualifications substantially in the form of Appendix A. The respondent can use their own letterhead or standard template but must respond to all prompts in the order shown in the SOQ Form. Only submit one SOQ Form even if multiple projects are being submitted.

Project Details Form

Respondents are required to submit qualitative information about the submitted project(s) substantially in the form of Appendix B. The respondent can use their own letterhead or standard template but must respond to all prompts in the order shown in the Project Details Form. Please submit a separate Project Details Form for each project. If multiple unique responses are being submitted for the same facility (e.g. different term lengths or different MW capacities), only submit one Project Details Form for that project.

Indicative Pricing Form

RCEA understands that respondents will not be able to offer binding pricing in advance of receiving interconnection studies for their projects, and thus is seeking indicative pricing and commercial terms based on respondents' best estimates at the time of responding to this RFI. Then, respondents will have the opportunity to submit an updated offer to RCEA with revised pricing at a later date that will be binding, according to the process set forth in Section 5.3 and Appendix D.

Respondents are required to submit a single Indicative Pricing Form using the template provided as Appendix C for all projects being submitted for consideration. Follow the instructions in the Indicative Pricing Form and ensure that all required cells are filled in. If providing multiple responses, do not submit a separate Indicative Pricing Form for each individual project or unique configuration of terms. The instructions included in the template specify how multiple unique responses are to be submitted within one Pricing Form.

Project Map

Respondents are required to submit a map of each project they are submitting for consideration showing the site location and key project facilities. The map should include the project boundary, street names or highway names, latitude/longitude, and generation interconnect route from the facility to the first point of interconnection to the electric grid. The project boundaries should reflect the most recent information available.

3.4 SUPPLIER DIVERSITY AND LABOR PRACTICES

Consistent with the California Public Utilities Code and California Public Utilities Commission policy objectives, RCEA collects information regarding supplier diversity and labor practices from project developers and their subcontractors regarding past, current and/or planned efforts and policies. Respondents that are women, minority, LGBT, and disabled veteran-owned businesses are encouraged to apply for certification by the CPUC's Supplier Diversity Clearinghouse Program². This certification is voluntary and will not be used as a criterion for evaluation. As required by law in California, RCEA as a public agency does not give preferential treatment based on race, sex, color, ethnicity, or national origin; providing such information as part of the response package will not impact the selection process or good standing of executed contracts.

3.5 PUBLIC NATURE OF RESPONSES

All responses to this RFI, as well as records of pre- and post-submittal communications with RCEA, will become the exclusive property of RCEA, subject to disclosure in accordance with the California Public Records Act (Cal. Government Code section 6250 et seq.). Respondents should limit submission of information or documents that they consider proprietary and that they would not want publicly disclosed and should clearly mark such information or documents as confidential. RCEA will consider limited requests for confidentiality on a case-by-case basis, provided that such requests are made at the time of response submission. All responses will be kept confidential until the RFI evaluation has concluded.

3.6 QUESTIONS ABOUT THIS SOLICITATION

All questions from potential respondents must be emailed to procurement@redwoodenergy.org. The subject line of the email should include the phrase "RCEA 2024 QC-15 RFI Questions." Q&A responding to the questions received will be posted on the RCEA website by the deadline listed in the schedule. RCEA reserves the right to respond to no questions or only a subset of the questions received, or to provide consolidated responses to duplicative questions. RCEA will not hold a respondents' webinar so written questions are the only method of obtaining clarifications regarding the RFI. It is incumbent on the respondent to understand how to provide the required information relevant to their project(s) in advance of the response deadline such that their submittal package is complete and conforming.

² <http://www.thesupplierclearinghouse.com/>

4 SCHEDULE

The following schedule is subject to change at any time during the solicitation process at the discretion of RCEA. Communications regarding schedule changes will be posted on RCEA's website.

Step	Date
Issuance of RFI	October 2, 2024
Questions due	October 9, 2024
Q&A posted on RCEA website	October 16, 2024
Responses due	October 25, 2024 5:00pm PPT
Evaluation of responses complete and respondents notified	November 22, 2024
Exclusivity Agreement(s) executed and Reservation Deposit(s) posted	November 29, 2024

RCEA will post Q&A and any addenda on its website: <https://redwoodenergy.org/contracting/>

5 EVALUATION AND SELECTION PROCESS

An evaluation committee made up of RCEA staff and consultants will review responses to this RFI. In accordance with the following process, each response will be screened for completeness and scored on a weighted criteria basis.

5.1 CONFORMITY REVIEW

Responses will initially be screened by RCEA staff for timely submission, and for completeness and conformity with the mandatory criteria stated in Section 2.1 and the submittal requirements in Section 3. This screening will be on a pass/fail basis and incomplete or non-conforming responses may be rejected at RCEA's discretion. Selected responses will then be provided to the evaluation committee for review.

5.2 RESPONSE SCORING

Evaluation will be based on, but not limited to, the weighted scoring criteria listed below. Responses will be scored by each member of the evaluation committee on a scale of zero to five in each criterion with a five being the best score. A response's total points will be calculated according to each criterion's weight below and the average score assigned by the evaluation committee, out of a maximum of 100 points. One or more of the highest scoring responses may be selected for allocation of all or a portion of RCEA's Commercial Interest Capacity, at RCEA's discretion.

Weighted Scoring Criteria

- 40 – Development risk including interconnection, permitting, and financing
- 20 – Overall price, portfolio fit, market value and compliance value
- 20 – Respondent experience, qualifications, creditworthiness
- 10 – Site-specific environmental impact
- 10 – Location (see section 2.2) and community benefit

5.3 COMMERCIAL INTEREST CAPACITY AWARD

Following the evaluation process, all respondents will be notified whether or not their project has been selected for award of RCEA's Commercial Interest Capacity. At that time, successful respondents will be required to sign RCEA's Commercial Interest Exclusivity Agreement (Appendix D), and within five (5) business days of execution submit a deposit in the amount of five dollars (\$5.00) per kW-AC of Commercial Interest Capacity to be awarded ("Reservation Deposit"). Substantive changes to the Commercial Interest Exclusivity Agreement will not be considered by RCEA.

The Reservation Deposit is intended to secure the project capacity through the interconnection study process until the respondent has enough certainty of its interconnection costs to submit a binding offer to RCEA and contract based on the offered commercial terms. The Reservation Deposit must be in the form of cash, and the respondent is solely responsible for the cost of providing and maintaining such deposit until the Exclusivity Deadline, as defined in Appendix D. Please refer to Appendix D for additional details regarding the Reservation Deposit including circumstances under which it will be returned or forfeited.

Following execution of a Commercial Interest Exclusivity Agreement, RCEA will award Commercial Interest Capacity to the associated project capacity in the Cluster 15 Process. Once the project has received its Interconnection Facilities Study Report from CAISO, the respondent will be expected to submit revised pricing and terms ("Binding Offer") to RCEA's next power procurement solicitation ("Subsequent RFO"). RCEA shall notify the respondent upon issuance of the Subsequent RFO and details regarding how to submit the Binding Offer will be included in the associated RFO protocol. The Binding Offer will be evaluated alongside other offers submitted in the Subsequent RFO, according to the terms and conditions set forth in the associated RFO protocol. If the Binding Offer is shortlisted in the Subsequent RFO, RCEA will seek to negotiate a purchase agreement for offtake of the project or a portion thereof.

5.4 RESPONDENT COMMUNICATIONS

Questions, comments or feedback associated with this RFI must be sent electronically to procurement@redwoodenergy.org. The subject line of the email should include the phrase "RCEA 2024 QC-15 RFI Questions." RCEA will not respond by other means to questions from respondents or prospective respondents on or before the submission due date. RCEA does not plan to interview respondents as part of this RFI, but reserves the right to conduct interviews following evaluation of the responses to clarify or obtain additional information.

5.5 DISCLAIMERS

By participating in RCEA's RFI process, a respondent acknowledges that it has read, understands, and agrees to the terms and conditions set forth in the RFI protocol contained herein. RCEA reserves the right to reject any response that does not comply with the requirements identified herein, or to waive irregularities, if any in selecting a non-conforming response. RCEA further reserves the right to communicate with individual respondents to ask clarifying questions about their responses prior to determining whether to select a response for award of Commercial Interest Capacity. RCEA has no obligation and makes no commitment to (i) enter into a transaction with any respondent or (ii) be bound by any term proposed by the respondent. Furthermore, RCEA may, at its sole discretion and without notice, modify, suspend,

or terminate the RFI without liability to any organization or individual. Such modification or termination shall be made in the form of addenda to this solicitation posted on RCEA's website. This RFI does not constitute an offer to buy any products or create an obligation for RCEA to enter into an agreement with any party. RCEA shall not be responsible for any of the respondent's costs incurred to prepare or submit a response, or for any other activity related to meeting the requirements established in this solicitation. All submittals shall become the property of RCEA and will not be returned.

The results of this RFI and the information provided therein may be shared by RCEA with other LSEs, but only with prior written approval from respondents whose responses RCEA wishes to share.

APPROVAL DRAFT



[Date]

[Company]

Attention: [Contact]

[Department]

[Address]

Subject: Commercial Interest Exclusivity Agreement for [Project name]

To Whom it May Concern,

Redwood Coast Energy Authority (“**RCEA**”) is pleased to confirm that the response (the “**Response**”) submitted by [Company] (“**Respondent**”) for the [Project name] project (“**Project**”) in RCEA’s 2024 California Independent System Operator (“**CAISO**”) Queue Cluster 15 Request for Information (“**RFI**”) has been selected for receipt of RCEA’s commercial interest capacity allocation from CAISO (“**Commercial Interest Capacity**”) in their Queue Cluster 15 interconnection study process (“**Cluster 15 Process**”). If Respondent wishes to accept the offered amount of RCEA’s Commercial Interest Capacity under the terms and conditions set forth in this agreement (the “**Exclusivity Agreement**”), please countersign where provided below no later than [Date] (the “**Effective Date**”).

Representations and Warranties

In accepting RCEA’s Commercial Interest Capacity, Respondent hereby makes the following representations and warranties:

- (i) Respondent has not engaged and will not engage in oral, written, or any other form of communication with any other entity responding to RCEA’s RFI with respect to the terms of the Response or such other entities’ response(s) in the RFI; and
- (ii) Respondent will promptly notify RCEA of any material change in circumstances that may affect the terms of the Response or Respondent’s withdrawal of the Response from RCEA’s RFI.

Respondent understands and agrees that any breach by Respondent of the above representations and warranties is grounds for immediate disqualification of Respondent from the RFI and forfeiture of the Reservation Deposit.

Exclusivity Terms

1. Respondent hereby grants RCEA exclusivity with respect to the Response beginning on the Effective Date of this Exclusivity Agreement and continuing until the earliest of the following events (the “**Exclusivity Deadline**”):
 - (i) Respondent’s written notice to RCEA that Respondent has withdrawn the Project from the Cluster 15 Process along with documentation evidencing such withdrawal;
 - (ii) RCEA’s written notice to Respondent that the RFI has been terminated;
 - (iii) RCEA’s written notice to Respondent that Respondent’s Binding Offer (as defined below) has not been shortlisted in the Subsequent RFO (as defined below);
 - (iv) Ninety (90) calendar days after the date of RCEA’s written notice to Respondent that Respondent’s Binding Offer has been shortlisted in the Subsequent RFO; or
 - (v) Two (2) years after the Effective Date of this Exclusivity Agreement.
2. By mutual agreement, the Exclusivity Deadline may be extended by Respondent and RCEA pursuant to a written addendum to this Exclusivity Agreement.
3. Respondent agrees prior to the Exclusivity Deadline it shall not enter into any agreements nor otherwise discuss the sale of products from the Project, or portion thereof, associated with the Response with any third party.
4. RCEA agrees to award the Project Commercial Interest Capacity in the amount of ____ MW in CAISO’s Cluster 15 Process. Respondent agrees not to pursue Commercial Interest Capacity for the corresponding portion of the Project from any party other than RCEA.
5. Within five (5) business days of Respondent’s receipt of the Project’s Interconnection Facilities Study Report from CAISO, Respondent shall provide written notice to RCEA of such receipt. Respondent shall then submit a revised offer for the Project (“**Binding Offer**”) to RCEA’s next power procurement solicitation (“**Subsequent RFO**”). The Binding Offer shall be in the amount of MW equal to or greater than the amount of RCEA’s Commercial Interest Capacity award. RCEA agrees to notify the Respondent upon release of the Subsequent RFO. The Binding Offer will be evaluated by RCEA according to the terms and conditions set forth in the Subsequent RFO.
6. Respondent shall timely provide RCEA with notice of any assignment or a direct change of control of the Project or interconnection queue position. This Exclusivity Agreement is binding on the Parties’ successors and assignees.

Reservation Deposit

As a condition of RCEA’s obligations under this Exclusivity Agreement, Respondent agrees to provide RCEA with a deposit in the form of cash in the amount of [amount] dollars (\$_____) (the “**Reservation Deposit**”) within five (5) business days of Respondent’s countersignature of this Exclusivity Agreement. The Reservation Deposit can be provided as a check mailed to the address below, or sent electronically (instructions to be provided by RCEA via email).

Redwood Coast Energy Authority
Attn: Lexie Perez

633 3rd St.
Eureka, CA 95501

The Reservation Deposit will be promptly returned to Respondent in its entirety upon the occurrence of one or more of the following conditions:

- (i) The Federal Energy Regulatory Commission's rejection of the LSE commercial interest scoring process in CAISO's 2023 Interconnection Process Enhancement proposal.
- (ii) Respondent's written notice to RCEA that the Project will not be studied as part of the Cluster 15 Process through no fault or misrepresentation of Respondent, along with documentation from CAISO demonstrating such;
- (iii) Execution of a purchase contract under the Subsequent RFO pursuant to the Binding Offer, and Respondent's provision of the required security in accordance with the terms of such agreement;
- (iv) RCEA's written notice of rejection of Respondent's Binding Offer following Commercial Interest Capacity award;
- (v) RCEA's written notice that successful conclusion of purchase contract negotiation is not achievable, as determined by RCEA;
- (vi) The Exclusivity Deadline occurs prior to CAISO's issuance of the Project's Phase II Study Results; or
- (vii) RCEA termination of the RFI process.

Notwithstanding the foregoing, Respondent hereby acknowledges and agrees that Respondent will forfeit its Reservation Deposit and RCEA shall have the right to draw on the Reservation Deposit in its entirety upon any of the following occurrences:

- (i) It is determined by RCEA that Respondent made any material misrepresentations in the Response;
- (ii) Respondent fails to comply with the terms and conditions of this Exclusivity Agreement or the RFI;
- (iii) Respondent's Project is withdrawn from the Cluster 15 Process by CAISO due to Respondent's failure to comply with the terms and conditions of the Cluster 15 Process or the CAISO Tariff;
- (iv) Respondent unilaterally withdraws its Response from RCEA's RFI or fails to timely submit a Binding Offer to the Subsequent RFO following RCEA's commitment of its Commercial Interest Capacity in CAISO's Cluster 15 Process;
- (v) Respondent assigns or completes a change in control of the Project or its interconnection queue position without notifying RCEA in writing; or
- (vi) Prior to the Exclusivity Deadline, Respondent enters into discussions with any third party under which such third party, or any of such third party's affiliates

may agree, conditionally or unconditionally, to enter into a purchase contract for the capacity of the Project associated with the Response.

Respondent agrees that RCEA will not be obligated to enter into any transaction with Respondent until a final negotiated purchase contract has received approval from the RCEA Board of Directors, and been fully executed by the parties thereto.

The terms of this Exclusivity Agreement may be modified or waived only by a separate writing signed by each of the parties that expressly modifies or waives any such term.

IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES AND/OR REPRESENTATIVES BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR EXEMPLARY DAMAGES UNDER OR IN RESPECT TO THIS AGREEMENT.

Acknowledged and Agreed:

REDWOOD COAST ENERGY AUTHORITY

By: _____

Name: _____

Title: _____

[RESPONDENT]

By: _____

Name: _____

Title: _____



STAFF REPORT
Agenda Item # 7.2

AGENDA DATE:	September 26, 2024
TO:	Board of Directors
PREPARED BY:	Faith Carlson, Regulatory and Legislative Policy Manager Richard Engel, Director of Power Resources
SUBJECT:	Diablo Canyon Power Plant Nuclear Allocations

BACKGROUND

Diablo Canyon Nuclear Power Plant Extension

Diablo Canyon Nuclear Power Plant (DCPP) was opened in 1985 and provides 10% of energy in the California grid.¹ In 2016, PG&E applied to retire the plant in 2025, citing increasing costs of operation. The California Public Utilities Commission (CPUC) approved this application in September of 2020.²

In August of 2020, one month prior to the approval of the retirement, a heat wave led to load spikes, and the state saw rolling outages due to insufficient reliability resources.³

In September of 2022, during another heat wave, policymakers became concerned that with DCPP replacement resources not yet online, the state could see an increase in future outages. As a result, the California state legislature passed SB 846 (Dodd, 2022). SB 846 invalidates the CPUC’s approval to retire the plant and requires PG&E and state agencies “to take all actions necessary and prudent to extend Diablo Canyon powerplant operations.” As a result, the CPUC issued a decision in December of 2023 to extend operation of DCPP’s two generating units to 10/31/2029 and 10/31/2030.⁴

Load Serving Entity (LSE) Allocation of Power

Redwood Coast Energy Authority, along with most other California electricity providers, automatically receive an allocation of the reliability benefits (a.k.a. resource adequacy or RA) from Diablo Canyon. Now that Diablo Canyon operation has been extended because its clean replacement resources were not added to the state’s grid as early as anticipated, there is an additional option to receive an allocation of the clean energy attributes alongside those already received reliability benefits associated with the plant. Once the CPUC announces final allocation amounts, each LSE will have 30 days to accept or reject their allocation.

RCEA's customers, like all other electricity users served by providers subject to California Public Utilities Commission regulation, are required to pay a portion of the costs of operating this

¹ See PG&E [Nuclear Power \(pge.com\)](https://www.pge.com)

² CPUC Decision Approving Retirement of Diablo Canyon Nuclear Power Plant [205090240.PDF \(ca.gov\)](https://www.cpuc.ca.gov)

³ [CAISO, CPUC, CEC Issue Final Report on Causes of August 2020 Rotating Outages](https://www.caiso.com)

⁴ Decision Implementing Senate Bill 846 [499622197.PDF \(ca.gov\)](https://www.cpuc.ca.gov)

nuclear plant, which is deemed by the CPUC an important resource for grid reliability in California over the next several years. The funds will be collected through future electric bills. These ratepayers may receive a share of this carbon-free energy that they have funded.

Each electricity provider can choose whether or not to accept their proportional allocation of the clean energy attribute. Some providers choose to accept the allocation since their customers are already paying for it, and accepting it does not result in additional nuclear power generation or development. In addition, the costs of other carbon-free resources such as large hydropower or renewable energy certificates from sources such as wind, solar, and geothermal power have increased sharply in the past couple of years, making the nuclear allocation more attractive financially as a means of reducing the greenhouse gas emissions associated with a provider's power portfolio.

In prior years, RCEA has been offered separate allocations of nuclear and hydropower carbon-free energy from PG&E's portfolio paid for by RCEA's customers through the power charge indifference adjustment (PCIA) line item on their bills. To date, RCEA has rejected its nuclear allocation, given our policy of not procuring nuclear power,⁵ and because we had other cost-effective means of meeting our renewable and carbon-free energy targets. RCEA accepts the hydropower allocation as it is not in conflict with our Energy Risk Management Policy.

The increased cost of other emissions-free resources cited above is causing RCEA and other electricity providers to revisit their decision to reject the nuclear allocation. To accept RCEA's nuclear allocation for 2025 only, the Board would need to authorize a short-term exception to the nuclear power prohibition in RCEA's Energy Risk Management Policy. The Policy itself does not explicitly allow for such short-term exceptions. In that case, the nuclear power would appear as part of RCEA's portfolio on our power content label, which is mailed annually to all RCEA customers. Specific allocation amounts have not yet been published, but if accepted, the allocation in the coming year is expected to meet about 2% of RCEA's total electricity load. The Board can later decide year by year from 2026-2030 whether to accept or decline the nuclear power allocation.

SUMMARY OF SCENARIOS

RCEA staff and The Energy Authority presented preliminary information on this potential nuclear allocation to the Board in August as part of our quarterly energy risk update. The following is an updated analysis of three alternatives for the Board's consideration.

- Scenario 1 is a "business as usual" scenario where RCEA does not accept its nuclear allocation.
- Scenario 2 has RCEA accepting the nuclear allocation and using it as a means to reduce procurement costs by substituting the nuclear power for other carbon-free resources.
- In Scenario 3, RCEA uses the allocation as a means to reduce overall GHG emissions without incurring additional costs.

⁵ Documented in RCEA's Energy Risk Management Policy: <https://redwoodenergy.org/wp-content/uploads/2022/12/RCEA-Energy-Risk-Management-Policy-2022-Update-with-Addendum-A.pdf>

Table 1 compares these scenarios in terms of net revenue impacts, power portfolio makeup, and expected greenhouse gas (GHG) intensity of the portfolio.

Table 1. Comparison of nuclear allocation scenarios

	Scenario 1: No nuclear RPS allocation (business as usual)	Scenario 2: Accept nuclear RPS allocation and use to reduce costs while keeping GHGs constant (by selling more expensive hydropower)	Scenario 3: Accept nuclear allocation, use to reduce GHGs while keeping costs constant
2025 Net Revenue	\$(9.4M)	\$(8.9M)	\$(9.4M) [same as Scenario 1]
2025 Expected Carbon Free Nuclear in MWh	-	16,483	16,483
2025 % Nuclear in Power Content Label (REpower Portfolio)	0%	2%	2%
2025 % Renewable + Carbon Free (Repower Portfolio)	88%	88% [same as Scenario 1]	91%
2025 GHG emission factor (lbs CO2e/MWh) (REpower portfolio)	308	308 [same as Scenario 1]	285

Scenario 2 results in an improvement of RCEA’s 2025 net revenue position of approximately \$505,000. This is about a 5.4% reduction in currently projected net losses for the year. Scenario 3 results in about a 7.5% reduction in GHG emissions for the year by replacing generic system power with emissions-free nuclear power.

The nuclear allocation if accepted would appear only in RCEA’s REpower base portfolio. Because nuclear power is not deemed renewable, it would not be included in RCEA’s REpower+ 100% renewable opt-up portfolio. REpower+ would continue to contain only carbon-free and renewable solar, wind, and small hydro resources.

If RCEA rejects the nuclear clean energy allocation, due to the automatic allocation of the reliability benefits of the Diablo Canyon Resource, RCEA would still receive the reliability benefits of nuclear power as in previous years.

Whether or not RCEA accepts the allocation, RCEA has the opportunity to reinforce and clarify the anti-nuclear stance in its Energy Risk Management Policy by including a position on nuclear power in its Policy Platform. If the Board so directs, staff can bring forth a proposal for such an addition to the Platform at a future meeting.

ALIGNMENT WITH [RCEA’S STRATEGIC PLAN](#)

Depending on the Board's direction provided, accepting the nuclear allocation could be used under Scenario 3 as one means to help achieve strategy 4.1.2: Minimize Greenhouse Gas Emissions Associated with RCEA's CCE Program.

EQUITY IMPACTS

N/A

FINANCIAL IMPACT

Scenarios 1 and 3 would have no financial impact on RCEA. Under Scenario 2, RCEA is projected to achieve an estimated \$505,000 in cost savings for 2025 by selling an equivalent amount of alternative carbon-free resources expected to be allocated to RCEA in 2025.

STAFF RECOMMENDATION

Direct staff on whether to accept the nuclear allocation, making a short-term exception to the RCEA Energy Risk Management Policy's prohibition on nuclear power procurement, as allowed for in the Energy Risk Management Policy.

Provide guidance on strategic use of the nuclear allocation as a tool for cost savings or greenhouse reductions, should the Board elect to accept the allocation.

Direct staff to report back to the Board with options for Policy Platform updates related to nuclear energy.

ATTACHMENTS

None



STAFF REPORT
Agenda Item 9.1

AGENDA DATE:	September 26, 2024
TO:	Board of Directors
PREPARED BY:	Stephen Kullmann, Director of Demand Side Management Eileen Verbeck, Interim Executive Director
SUBJECT:	Rural Regional Energy Network North Administrative Actions: <ul style="list-style-type: none"> • Administrative Consultant Contract • Termination of Previous RuralREN Memorandums of Understanding

Background

In response to the demonstrated lack of energy efficiency services available to rural California ratepayers through CPUC Public Purpose Program (PPP) funds, RCEA, on behalf of itself and six other partners, submitted a proposal to form a Regional Energy Network (REN) called the RuralREN to provide seven programs across 31 counties. The RuralREN programs are described below:

- **Residential Resource Acquisition:** incentives and rebates for energy efficiency and electrification
- **Commercial Resource Acquisition:** incentives and rebates for energy efficiency and electrification
- **Residential Equity:** assessments and other “non-resource” services to public customers
- **Public Equity:** assessments and other “non-resource” services to public customers
- **Codes & Standards:** education and technical resources to increase comprehension of and compliance with California’s Building Energy Efficiency Codes
- **Workforce Education & Training:** accelerates training (upskilling of existing workers and training for new workers) and increases new opportunities for employment.
- **Finance:** gap and micro-loans for residential, commercial, and public customers

Shortly after the CPUC’s approval of RCEA’s business plan, a dispute arose among the partners that led to a delay of more than a year. In August 2024, the CPUC issued a proposed decision splitting the administration of the RuralREN into RREN-North, administered by RCEA, and including the Sierra Business Council (SBC), Lake Area Planning Council (LakeAPC), and Mendocino Council of Governments (MCOG); and RREN-Central, administered by the County of San Louis Obispo.

The CPUC is scheduled to vote on the final decision on September 26, 2024, prior to the meeting of the RCEA Board of Directors.

Summary

RuralREN North Administrative Support Services

During the August 2023 RCEA Board of Directors meeting, the Board authorized staff to issue solicitations for administrative, marketing, legal, and database support services to assist RCEA in the

administration of RuralREN. Due to the dispute and subsequent delays in implementation the solicitations were not issued at that time.

The CPUC's proposed split of RuralREN provided a path forward to offer energy efficiency programs in Humboldt County, and allocated funds for the remainder of 2024 to alleviate further delays in implementation. In anticipation of a favorable decision by the CPUC, RCEA issued RFP-24-601 Solicitation for Administrative Support Services for RuralREN North on August 29, 2024. Staff sent the RFP to multiple qualified agencies and posted publicly on our website.

On August 16, 2024, RCEA received only one complete, responsive, and responsible bid from Frontier Energy. Frontier Energy's proposal is for a not to exceed (NTE) budget of \$1,200,265 for services for 2024-2027. The FY 24-25 NTE amount will be \$426,048. The services include:

1. Regulatory and reporting support,
2. Program implementation support,
3. Technical program support, and
4. Ad-Hoc Administration, technical and regulatory support

Frontier Energy is uniquely qualified to perform this work, having provided comparable services for other RENs and CCAs and having decades of experience working with the CPUC. Frontier Energy also provided similar services for RCEA's previous CPUC-funded energy efficiency program and provided consistently expert work below their NTE budgets. Staff recommends awarding the contract to Frontier Energy for RuralREN North administrative services.

Termination of Original RuralREN Agreements

In May 2021 RCEA entered into a MOU with Association of Monterey Bay Area Governments, The High Sierra Energy Foundation, the San Joaquin Valley Clean Energy Organization, the County of San Luis Obispo, the Sierra Business Council, and the County of Ventura to collaboratively form a REN. In February 2022 RCEA entered into a MOU with Lake-APC and MCOG outlining the intent to implement REN programs in their regions.

The MOU entered in May 2021, will require termination due to the CPUC's Proposed Decision to split the geographical territories. Furthermore, the MOU with Lake-APC and MCOG was intended to end automatically if either party joined the original RuralREN, which is no longer occurring. Staff recommends authorizing the Interim Executive Director with General Counsel review to negotiate and execute termination agreements of the original RuralREN MOU's.

Staff anticipates bringing a Memorandum of Agreement between RCEA and Sierra Business Council, Lake-APC, and MCOG for Board approval at the October meeting.

FINANCIAL IMPACTS

The total 2024-2027 budget in the Proposed Decision for RREN-North is \$33,139,078. Much of this will be pass through funds for implementation in the partners' respective territories. While final distributions of budgets between the RuralREN North partners still need to be established and will be brought back to the RCEA Board as a budget adjustment at a later meeting, RCEA's share is approximately \$6.85M for program implementation, \$2.7M for administration, and \$1.6M for marketing. The cost of executing the contract with Frontier Energy will be cost neutral for RCEA, as it will be covered by RuralREN North administration and implementation funds.

EQUITY IMPACTS

RENs in general, and the RREN North particularly, are designed to reach customers that otherwise are not being reached by existing ratepayer funded programs.

RECOMMENDED ACTIONS

1. Award a contract with Frontier Energy for RuralREN North Administrative Services for a term of 2024-2027 and a not-to-exceed amount of \$1,200,265 and Authorize the Interim Executive Director to execute all applicable documents subject to RCEA General Counsel review.
2. Authorize the Interim Executive Director to execute all documents to terminate the original RuralREN agreements subject to RCEA General Counsel review.

ATTACHMENTS

Frontier Energy Response to RFP-24-601 (linked online at <https://redwoodenergy.org/board-of-directors/>)

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REDWOOD COAST Energy Authority

STAFF REPORT Agenda Item # 9.2

AGENDA DATE:	September 26, 2024
TO:	Board of Directors
PREPARED BY:	Eileen Verbeck, Interim Executive Director
SUBJECT:	Addition and Reclassification of Staff Positions

SUMMARY

RCEA expects to receive external funding for the administration of the Tribal Energy Resilience and Sovereignty Project (TERAS) and the administration and implementation of a Rural Regional Energy Network (RuralREN North or RREN-North in CPUC proceedings) this fiscal year. The work will require unfreezing current positions and adding new positions.

TERAS

The TERAS project will take place over six (6) years with a start date in early 2025. RCEA's portion of the funding includes adding one full-time Analyst position. This Analyst position will report to the Finance Department, and will coordinate the management of contracts, grant reporting, and engagement with our TERAS partners. RCEA would like to proceed with recruiting this position immediately to help build capacity and to be responsive to project partners and the DOE negotiation process.

The TERAS project will empower four tribes in Northern California to transform one of the state's least reliable electrical circuits into a highly resilient renewable energy system. Supported by \$88 million in funding from the Department of Energy's [Grid Resilience and Innovative Partnerships \(GRIP\) program](#), this project will significantly advance tribal energy sovereignty, climate resilience, jobs equity, and clean energy innovation. RCEA is the lead applicant for the \$88 million DOE funds and \$6 million California Energy Commission funds and has entered contract negotiations with an expected execution date later this year.

RuralREN North

The California Public Utilities Commission (CPUC) issued a Proposed Decision (PD) on August 21, 2024, recommending the split of the original RuralREN into a RuralREN North and RuralREN Central as outlined in the previous staff report. The proposed budget for energy efficiency programs for RuralREN North is \$33 million over the next four (4) years (2024-2027). RCEA expects to have a final decision from the CPUC on September 26, 2024, prior to this meeting of the RCEA Board of Directors.

Currently, two (2) open staff positions that were associated with the RuralREN program are frozen due to funding delays. Staff recommends unfreezing these positions in anticipation of a favorable decision by the CPUC. The additional staff are needed to ramp up administration of the RuralREN North and begin program development for expected implementation in January 2025. Staff also recommends reclassifying the Manager position to a Technician, and the Specialist position to a Coordinator to better meet capacity needs for the program.

Power Resources

Staff is recommending reclassifying one of the three Power Resources Specialist positions into a Data Analyst position to better represent the regular duties being performed. In consultation with the Power Resources Director, the Human Resources Manager determined that the current and future needs of the Power Resources Department and RCEA as a whole were considered and support the reclassification.

The Analyst job description was originally created and adopted by the Board of Directors in August 2023 to capture job duties associated with upcoming new programs. In comparison to the Specialist position, the Analyst position is characterized by an increase in responsibility, advanced statistical and data analysis and reporting, exercising discretion and independent judgment, and developing strategies for improving outcomes. The current job duties of this Power Resources Specialist include custom quantitative analysis related to solicitation of new power projects, customer rate comparisons and cost savings analysis, and preparing statutorily required compliance reports.

A proposed update to the RCEA organization chart has been attached with the changes to positions highlighted.

ALIGNMENT WITH [RCEA'S STRATEGIC PLAN](#)

All RCEA employees are tasked with working to advance the Strategic Plan.

EQUITY IMPACTS

Both the TERAS project and RuralREN North programs are designed to benefit underserved population segments in our community. The Tribal Nations partnering on the TERAS project are geographically isolated and disproportionately impacted by grid instability.

The recommended additions and reclassifications of RCEA staff positions should result in increased availability of services to a wide segment of Humboldt County's communities through targeted projects along with the ongoing implementation of RCEA's Community Choice Energy and Demand Side Management programs.

FINANCIAL IMPACTS

Adding the TERAS Analyst position will increase RCEA's annual personnel budget by around \$131,000 per year. The cost of this position will be fully recovered through external funding

for six (6) years. If RCEA is successful in filling this position by November 2024, there may be one month of personnel costs, anticipated to be around \$10,000, expended before funding is received.

Unfreezing and reclassifying the two DSM positions (Technician and Coordinator) will increase RCEA's annual personnel budget by approximately \$237,462. RuralREN North funding will cover the cost of these two positions and is expected to cover a significant portion of existing staff costs as well. Staff will be bringing a proposed budget adjustment to the Board later this fiscal year that will account for the increase in revenue and expenditures.

Reclassification of a Power Resources Specialist to Analyst will increase the annual personnel budget by approximately \$31,482 per year. Funding from RCEA's community choice energy program will cover the increased expense.

RECOMMENDED ACTION

Approve:

- 1) Addition of an TERAS Project Analyst position,
- 2) Unfreezing a DSM Manager Position and Reclassify as DSM Technician contingent on final approval of RuralREN North by the CPUC,
- 3) Unfreezing a DSM Specialist Position and Reclassify as DSM Coordinator contingent on final approval of RuralREN North by the CPUC,
- 4) Reclassifying Power Resource Specialist to Power Resource Analyst,
- 5) RCEA Organization Chart with approved changes.

ATTACHMENTS

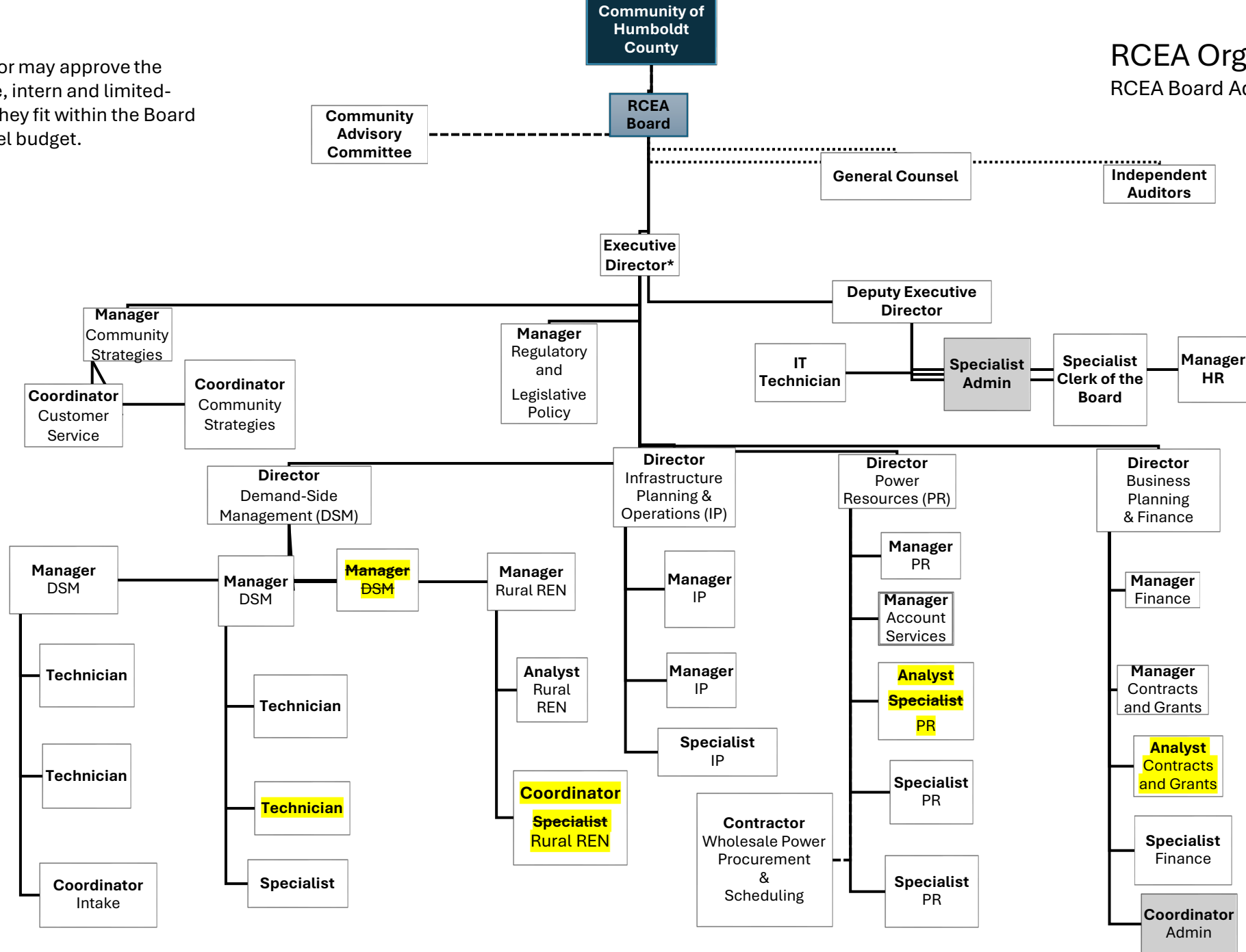
1. Adopted RCEA Organization Chart with greyed-out frozen positions.
2. RCEA Organization Chart with highlighted proposed changes.

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RCEA Organization Chart

RCEA Board Adopted August 24, 2023

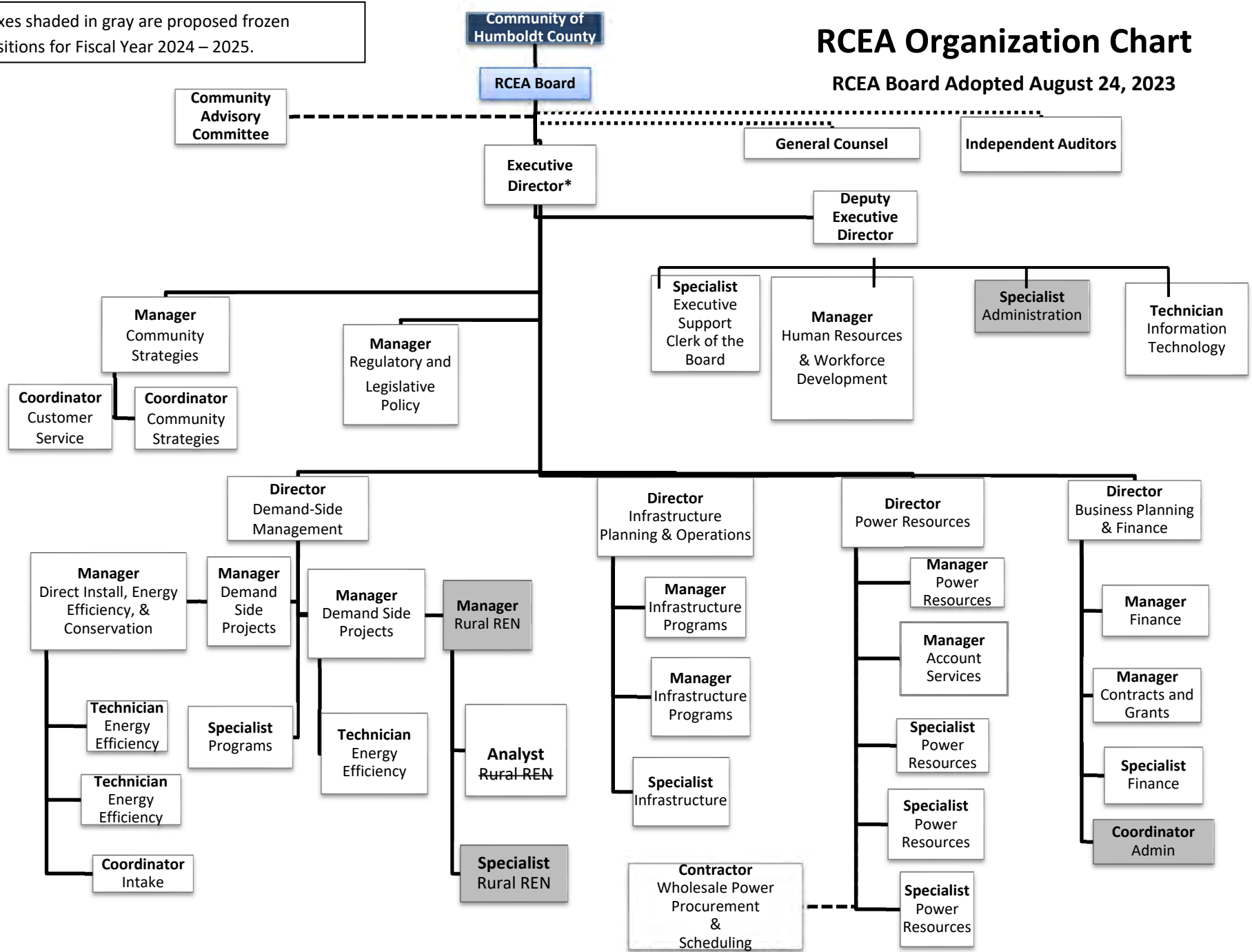
*Executive Director may approve the hiring of part-time, intern and limited-term positions if they fit within the Board adopted personnel budget.



Boxes shaded in gray are proposed frozen positions for Fiscal Year 2024 – 2025.

RCEA Organization Chart

RCEA Board Adopted August 24, 2023



*Executive Director may approve the hiring of part-time, intern and limited-term positions if they fit within the Board adopted total personnel budget.



REDWOOD COAST
EnergyAuthority

STAFF REPORT
Agenda Item # 10.1

AGENDA DATE:	September 26, 2024
TO:	Board of Directors
FROM:	Eileen Verbeck, Interim Executive Director
SUBJECT:	Interim Executive Director's Report

SUMMARY

Interim Executive Director Eileen Verbeck will provide updates on various topics as needed.

RECOMMENDED ACTION

None. (Information only.)

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