

**Western Area Power Administration  
Rocky Mountain Region (RMR)  
Western Area Colorado-Missouri (WACM)  
Balancing Authority Service Change Agreement (BA\_SCA)**

*(Note: This Agreement will be used in any situation where a Balancing Authority (BA) Customer, or potential BA Customer, requests and/or requires WACM to provide or modify Balancing Authority Services.)*

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**Agreement Number (to be assigned by WAPA):** \_\_\_\_\_

**Effective Date (to be assigned by WAPA):** \_\_\_\_\_

**Permanent Contract Number(s):** \_\_\_\_\_

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**Company or Agency Name (Contractor):** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Contractor Point of Contact – Name and Title:** \_\_\_\_\_

**Office Phone Number:** \_\_\_\_\_ **Cell Phone Number:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

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**WAPA Point of Contact – Name and Title:** \_\_\_\_\_

**Office Phone Number:** \_\_\_\_\_ **Cell Phone Number:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

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**Substation:** \_\_\_\_\_ **Line Name & kV:** \_\_\_\_\_ **Bus kV:** \_\_\_\_\_ **Xfmer kV:** \_\_\_\_\_

**Substation Owner:** \_\_\_\_\_ **Line or Xfmer Owner:** \_\_\_\_\_ **Meter Owner:** \_\_\_\_\_

**Meter Point Number:** \_\_\_\_\_ **Tie Name:** \_\_\_\_\_

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**Project Summary/Overview:**

If Contractor’s request is to join the BA, upon the completion of the steps in this Agreement, Contractor will execute a Balancing Authority Services Agreement (“BASA”) that sets forth the long-term provision by WACM of BA Services to Contractor and the obligations of Contractor to WAPA. If that situation applies, WAPA has provided a template of the BASA with execution of this BA Change of Service Agreement. If Contractor’s request modifies the Contractor’s existing services or obligations under the BASA, upon completion of the steps in this Agreement, the Parties will modify the applicable BASA.

**Provisions of Activities:**

**Data Requirements:**

**Additional Information:**

**Contact Information for Additional Key Contractor Personnel (Include other contacts, as applicable)**

**Name/Title:** \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Contact Information for Additional Key WAPA Personnel (Include other contacts, as applicable)**

**Name/Title:** \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Name/Title:** \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Required Billing Invoice/Payment Information**

DUNS Number: \_\_\_\_\_ Federal Tax ID Number: \_\_\_\_\_

**Please provide current billing information:**

**Contact Name/Title:** \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

**BA Change of Service Agreement Terms and Responsibilities**

- 1. The Contractor will submit an initial deposit of \$ \_\_\_\_\_ along with the BA Change of Service Agreement Number (if available) to: < see Exhibit A for Details >

U.S. Department of Energy Western Area Power Administration

P.O. Box 6200-15

Portland, OR 97228-6200

ACH = ABA 051036706 Account #312003 or EFT = ABA 021030004 Account #89001602

**For questions concerning this deposit, contact WAPA RMR Finance: [RMR-Accountants@wapa.gov](mailto:RMR-Accountants@wapa.gov)**

2. Once the BA Change of Service Agreement and deposit are received by WAPA, the funds will be deposited in a trust account that WAPA will use to pay for the service(s) it provides under this BA Change of Service Agreement. Services may include, but are not limited to: station service power; billing services; ancillary services, data reporting services; system studies; scoping studies; development of letter agreements, contracts, contract modifications, and operating agreements; engineering design; engineering review; administrative costs; and field work that may include, but is not limited to: equipment installation and modifications; testing; commissioning; and changes to WAPA's data systems. Receipt of the deposit and the BA Change of Service Agreement will enable WAPA to begin performing the service(s) set forth above.
3. For on-going service(s) provided for under this BA Change of Service Agreement (check applicable payment requirement):
  - a.  WAPA requires advanced payment for the on-going service(s) it provides under this BA Change of Service Agreement. WAPA will utilize funds in the trust account established in Section 2 above to pay for the on-going service(s) it provides under this BA Change of Service Agreement. The Contractor shall maintain a minimum balance of \$\_\_\_\_\_ in the trust account. If the trust account balance falls below the minimum requirement defined in this Section 3a WAPA will invoice the Contractor to replenish the trust account balance to an amount of \$\_\_\_\_\_.
  - b.  WAPA will bill the Contractor\_\_\_\_\_ (annually, quarterly or monthly) for the on-going service(s) WAPA provides under the BA Service Change Agreement.
  - c. Upon completion of the steps in this BA Change of Service Agreement, Contractor is required to modify an existing, or execute a new, Balancing Authority Services Agreement that will address, on a long-term basis, the terms of BA services provided by WAPA and obligations of the Contractor to WAPA under this BA Change of Service Agreement
4. The Contractor is responsible for all of WAPA's expenses to provide the service(s) required under this BA Change of Service Agreement. WAPA will invoice the Contractor if additional funding beyond the payments referenced in Section 1 and Section 3 above are required. In the absence of sufficient funding, WAPA will suspend activities associated with the requested service(s). If the Contractor terminates this BA Change of Service Agreement, which it may do upon thirty (30) days written notice to WAPA, the Contractor remains responsible for all costs incurred by WAPA up to the termination date. Any excess funds will be returned by WAPA to the Contractor without interest.
5. The Contractor, under the terms and conditions specified herein, grants to WAPA, its employees, agents, and contractors, a license to enter its easements and rights-of-way to provide the services(s) under this BA Change of Service Agreement provided proper advance arrangements are made with the Contractor. Each party hereby grants to the other party a license for the service(s) to be performed.
6. Liability:
  - a. To the extent that it is legally permissible, the Contractor agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made, arising out of the Contractor's or its employees', agents', or subcontractors' negligent activities or willful misconduct under this BA Change of Service Agreement.
  - b. The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.
  - c. GOVERNMENTAL IMMUNITY: No provision of this BA Change of Service Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of limitation of liability provided to the Contractor and its officers, employees, agents and representatives under an applicable state governmental immunity act.

- 7. The following provisions of the General Power Contract Provisions (GPCP) effective September 1, 2007, enclosed herein, are made a part of this BA Change of Service Agreement the same as if they had been expressly set forth herein; Provided, That the word Contractor in the GPCPs refers to the Contractor of this BA Change of Service Agreement: 1-11, 13-16, 31-34, 36, 37.1, 37.3-37.8, 38-45
- 8. This BA Change of Service Agreement expires one year from its effective date or when services provided, or modified, under this Agreement have been included in a BASA, whichever is sooner, unless modified by the written agreement of the parties. If Contractor fails to execute a new BASA, or modify an existing BASA, whichever is applicable, this BA Change of Service Agreement, and any obligation of WAPA to provide, or modify, services under this BA Change of Service Agreement, will not apply.

Each party signing below agrees to the terms of this BA Change of Service Agreement. **Each person signing this Agreement represents that he or she has the authority to enter into this BA Change of Service Agreement as an authorized representative of his or her organization.** The effective date of this BA Change of Service Agreement shall be the later of the dates it is signed by the authorized representative for each party.

**Contractor:** \_\_\_\_\_

**Western Area Power Administration**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(SEAL)

Attest:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_