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| RECIPIENT County of San Mateo | AGREEMENT NUMBER ARV-24-016 |
| ADDRESS 555 County Center Redwood City, CA 94603 | AGREEMENT TERM 04/10/2025 to 06/30/2028 The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date. |

PROJECT DESCRIPTION

The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

| | |
|--|-------------|
| Exhibit A – Scope of Work | Page(s): 34 |
| Exhibit A – Attachment 1 – Schedule of Products and Due Dates | Page(s): 3 |
| Exhibit B – Agreement Budget | Page(s): 10 |
| Exhibit C – Clean Transportation Program Terms and Conditions | Page(s): 40 |
| Exhibit C – Attachment 1 – Special Terms and Conditions | Page(s): 1 |
| Exhibit D – Agreement Contacts | Page(s): 1 |

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| REIMBURSABLE AMOUNT |
| \$3,625,000 |
| MINIMUM MATCH SHARE REQUIRED |
| \$1,972,250 |
| TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH |
| \$5,170,489 |

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

| CALIFORNIA ENERGY COMMISSION | | RECIPIENT | |
|---|------|----------------------|------|
| AUTHORIZED SIGNATURE | DATE | AUTHORIZED SIGNATURE | DATE |
| NAME Tatyana Yakshina | | NAME | |
| TITLE Contracts, Grants, and Loans Office Manager | | TITLE | |
| CALIFORNIA ENERGY COMMISSION ADDRESS 715 P Street, 3rd Floor, MS-18, Sacramento, CA 95814 | | | |

EXHIBIT A SCOPE OF WORK

TECHNICAL TASK LIST

| Task # | CPR | Task Name |
|--------|-----|---|
| 1 | | Administration |
| 2 | X | Site Plan and Preparation for Construction |
| 3 | | Procure Equipment |
| 4 | | Construction and Installation |
| 5 | X | Site Energization and Commissioning |
| 6 | | Operations, Maintenance, Recordkeeping, Reporting and Data Collection |
| 7 | | Final Report |

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

| Term/ Acronym | Definition |
|---------------------------|--|
| AB | Assembly Bill |
| AC Level 2 | Alternating current. A charger that operates on a circuit from 208 volts to 240 volts and transfers AC electricity to a device in an electric vehicle (EV) that converts AC to direct current to charge an EV battery. |
| ADA | Americans with Disabilities Act |
| API | Application programming interface. A type of software interface that offers service to other pieces of software. An API allows two or more computer programs to communicate with each other. |
| Battery Energy Storage | Technology that stores electrical energy in batteries for later use, helping to stabilize the electric grid by balancing supply and demand, integrating renewable energy sources, and providing backup power during outages or peak demand periods. |
| CAM | Commission Agreement Manager |
| CAO | Commission Agreement Officer |
| CEC | California Energy Commission |
| Charge attempt | Any instance of an EV driver taking action to initiate a charging session by taking one or all of the following steps in any order: 1) attaching the connector to the EV appropriately or 2) attempting to authorize a charging session by use of radio frequency identification (RFID) technology, credit card, charging network provider smartphone application (app), screen input, or calling the charging network provider's customer service number. |
| Charger | A device with one or more charging ports and connectors for charging EVs. Also referred to as electric vehicle supply equipment (EVSE). This definition excludes any charger used solely for private use at a single-family residence or a multifamily dwelling with four or fewer dwelling units. |
| Charging network | A collection of chargers located on one or more property(ies) that are connected via digital communications to manage the facilitation of payment, the facilitation of electrical charging, and any related data requests. |
| Charging network provider | The entity that provides the digital communication network that remotely manages the chargers. Charging network providers may also serve as charging station operators and/or manufacture chargers. |

| Term/ Acronym | Definition |
|------------------------------------|---|
| Charging port | The system within a charger that charges one EV. A charging port may have multiple connectors, but it can provide power to charge only one EV through one connector at a time. |
| Charging session | The period after a charge attempt during which the EV is allowed to request energy. Charging sessions can be terminated by the customer, the EV, the charger, the charging station operator, or the charging network provider. |
| Charging station | The area in the immediate vicinity of one or more chargers and includes the chargers, supporting equipment, parking areas adjacent to the chargers, and lanes for vehicle ingress and egress. A charging station could comprise only part of the property on which it is located. |
| Charging station management system | A system that may be used to operate a charger, to authorize use of the charger, or to record or report charger data, such as by using OCPP. |
| Charging station operator | The entity that owns the chargers and supporting equipment and facilities at one or more charging stations. Although this entity may delegate responsibility for certain aspects of charging station operation and maintenance to subcontractors, this entity retains responsibility for operation and maintenance of chargers and supporting equipment and facilities. In some cases, the charging station operator and the charging network provider are the same entity. |
| Commissioning | The final check or run-through of a charger or site to ensure effective operation before being made available to EV drivers. |
| Connector | The device that attaches an EV to a charging port in order to transfer electricity. |
| Corrective maintenance | Maintenance that is carried out after failure detection and is aimed at restoring an asset to a condition in which it can perform its intended function. |
| CPR | Critical Project Review |
| CTP | Clean Transportation Program |
| Depot | Type of “home base” behind-the-fence location where a vehicle is typically kept when not in use (usually parked on a nightly basis). |
| DCFC | Direct current fast charger. A charger that enables rapid charging by delivering direct-current (DC) electricity directly to an EV's battery. |
| Downtime | A period of time that a charger is not capable of successfully dispensing electricity or otherwise not functioning as designed. Downtime is calculated pursuant to Task 6. |

| Term/ Acronym | Definition |
|--------------------------|---|
| EV | Electric vehicle. A vehicle that is either partially or fully powered on electric power received from an external power source. For the purposes of this Agreement, this definition does not include golf carts, electric bicycles, or other micromobility devices |
| EVSE | Electric vehicle supply equipment. A charger as defined. |
| Energization | Power is provided to a charger or site by the utility. |
| Excluded downtime | Downtime that is caused by events pursuant to Task 6. |
| Failed charging session | Following a charge attempt, the criteria for a successful charging session were not met. |
| Fleet Domicile | The vehicle's "home base" or deployment location, where the vehicle normally stays overnight, returns after its route, or is parked when not in use. |
| FTD | Fuels and Transportation Division |
| Government Entity | A California county government, a California city government, and/or a tribal government within California. |
| Government Fleet | A fleet of vehicles used to directly or indirectly serve the public. |
| GFO | Grant Funding Opportunity |
| Hardware | The machines, wiring, and other physical components of an electronic system including onboard computers and controllers. |
| ICE | Internal combustion engine |
| Inoperative state | The charger or charging port is not operational. |
| Installed | Attached or placed at a location and available for use for a charging session. The date a charger is installed is the date it is first available for use for a charging session. |
| Interoperability | Successful communication between the software, such as the software controlling charging on the EV and the software controlling the charger. Interoperability failures are communication failures between the EV and charger that occur while the software of each device is operating as designed. Interoperability failure leads to failed charging sessions. |
| Light-duty Vehicles | On-road vehicles with a gross vehicle weight rating of 10,000 pounds or less. |

| Term/ Acronym | Definition |
|--------------------------|--|
| Maintenance | Any instance in which preventive or corrective maintenance is carried out on equipment. |
| Networked | A charger can receive or send commands or messages remotely from or to a charging network provider or is otherwise connected to a central management system, such as by using OCPP 2.0.1, for the purposes of charger management and data reporting. |
| Nonnetworked charger | A charger that is not networked. |
| OCPP | Open Charge Point Protocol. An open-source communication protocol that specifies communication between chargers and the charging networks that remotely manage the chargers. |
| Operational | Or "up." A charging port's hardware and software are both online and available for use, or in use, and the charging port is capable of successfully dispensing electricity. |
| Operative state | The charger is operational. |
| Preventative maintenance | Maintenance that is performed on physical assets to reduce the chances of equipment failure and unplanned machine downtime. |
| Primary Vehicle Type | A vehicle type depending on the GVWR such as "light duty" or "LD" (GVWR ≤ 10,000), "medium duty" or "MD" (10,000 < GVWR ≤ 26,000), "heavy duty" or "HD" (GVWR > 26,000). |
| Private | Charging ports located at parking space(s) that are privately owned and operated, often dedicated to a specific driver or vehicle (for example, a charging port installed in a garage of a single-family home). |
| Public | Charging ports located at parking space(s) designated by the property owner or lessee to be available to and accessible by the public. |
| Recipient | County of San Mateo. |
| RSA | Registered Service Agency. An entity that repairs a commercial device that is registered with the California Department of Food and Agriculture Division of Measurement Standards. |
| SB | Senate Bill |
| SCAR | Successful Charge Attempt Rate |
| Shared Private | Charging ports located at parking space(s) designated by a property owner or lessee to be available to, and accessible by, employees, tenants, visitors, and residents. Examples include workplaces and shared parking at multifamily residences. |

| Term/ Acronym | Definition |
|-----------------------------|--|
| Software | A set of instructions, data, or programs used to operate computers and execute specific tasks. |
| Successful charging session | Following a charge attempt, a customer's EV battery is charged to the state of charge the customer desires and is disconnected manually by the customer or by the EV's onboard software system terminating the charging session, without an additional charge attempt. |
| Uptime | The charging port uptime percentage for the reporting period, excluding downtime pursuant to Task 6. |

BACKGROUND

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007) created the Clean Transportation Program (CTP) to help achieve California's climate change policies and support projects that reduce greenhouse gas emissions from the transportation sector. AB 8 (Perea, Chapter 401, Statutes of 2013) extended the program through January 1, 2024, and AB 126 (Reyes, Chapter 319, Statutes of 2023) extended the program through July 1, 2035 and focused the program on zero-emission transportation.

The CTP has an annual budget of approximately \$100 million and provides financial support for projects that, among other goals:

- Develop and deploy zero-emission technology and fuels in the marketplace.
- Produce alternative and renewable low-carbon fuels in California.
- Deploy zero-emission fueling infrastructure, fueling stations, and equipment.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On December 21, 2023, the CEC released a Grant Funding Opportunity (GFO) entitled "Charging Infrastructure for Government Fleets." This competitive grant solicitation was to fund projects that provide electric vehicle charging infrastructure for light-duty government fleets. In response to GFO-23-606, the Recipient submitted application #10 which was proposed for funding in the CEC's Notice of Proposed Awards on September 18, 2024. GFO-23-606 and Recipient's application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of this Agreement, this Agreement shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Solicitation, the terms of this Agreement shall control.

Problem Statement:

The Recipient adopted the goal to reduce 100% of GHG emissions from government operations by 2035, including a commitment to transitioning 100% of light- to mid-duty fleet vehicles to zero-emission vehicles (ZEV) by 2035 and becoming diesel-free by 2033. These goals are aggressive and if achieved, the Recipient will achieve carbon neutrality 10 years before the State of California's 2045 mandate.

However, to ensure the Recipient can continue business operations and emergency services, the Recipient will not purchase electric vehicles (EVs) unless the vehicles have access to chargers at their domicile locations. This is an institutional barrier that funding from the CEC grant will help address. While this approach prioritizes business continuity and preservation of emergency services, it is unfortunately delaying the Recipient's progress on electrifying the fleet. Because the Recipient does not have sufficient EV charging infrastructure, the Recipient has been purchasing hybrids and plug-in hybrids when vehicles reach their replacement year as a temporary strategy, instead of EVs. These vehicles could have been replaced with currently available EV models but were not, resulting in a missed opportunity for the Recipient. This proposed project will enable the Recipient to install 150 charging ports across 14 facilities where 294 light-duty vehicles are domiciled. Once these chargers are installed, the Recipient can begin purchasing EVs. This will significantly accelerate progress toward transitioning the fleet and reducing emissions.

Goals of the Agreement:

The goal of this Agreement is to install EV charging infrastructure at 14 Recipient-owned fleet parking facilities, enabling the electrification of 28% of the Recipient's vehicle fleet.

Objectives of the Agreement:

The objectives of this Agreement are to install 130 Level 2 and 20 direct current fast charging EV charging ports at 14 Recipient-owned fleet parking facilities. The Recipient will measure success by establishing charger installation targets for each year during the project duration period. Targets will be developed in parallel to the construction schedule. The Recipient will document the number of EVs purchased as a result of installing chargers at sites included in this application and report emissions reductions and cost savings.

TASK 1 ADMINISTRATION**Task 1.1 Attend Kick-off Meeting**

The goal of this task is to establish the lines of communication, procedures and data requests for implementing this Agreement. The Commission Agreement Manager (CAM) shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The CAM shall:

- Send the Recipient the *kick-off meeting agenda*.

The Recipient shall:

- Attend a “Kick-Off” meeting that includes the CAM and may include the Commission Agreement Officer (CAO) and a representative of the CEC Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Critical Project Review (Task 1.3)
 - Match fund documentation (Task 1.5). No reimbursable work may be done until this documentation is in place.
 - Permit documentation (Task 2.1)
 - Subawards needed to carry out project (Task 1.6)
 - The CAM's expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Calls (Task 1.4)
 - Quarterly Progress Reports (Task 6)
 - Program Management Data Report (Appendix E)
 - EV Utilization Data Report (Appendix F)
 - GHG Intensity Report (Appendix G)
 - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
 - Project Fact Sheet (Task 1.2)
 - Final Report (Task 7)
- Submit to CAM within 10 working days after the Kick-Off Meeting an *Updated Schedule of Products and Due Dates*

- Submit to CAM within 10 working days after the Kick-Off Meeting a *Written Statement of Match Activities* that describes project activities that have occurred after the notice of proposed awards but prior to the execution of the agreement using match funds. If none, provide a statement that no work has been completed using match funds prior to the execution of the agreement. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.
- The statement should include the following project activities: key milestone dates, site specific charger information and any other equipment to be included at the site(s).

CAM Product:

- Kick-Off Meeting Agenda

Recipient Products:

- Updated Schedule of Products and Due Dates
- Written Statement of Match Activities

Task 1.2 Project Fact Sheet

The goal of the Project Fact Sheet is to develop a concise document that describes the CEC-funded project and the predicted benefits of the project for the public and key decision makers.

The Recipient shall:

- Prepare and submit to CAM within 60 days of Agreement execution a *Project Fact Sheet* that describes the project and the predicted benefits of the project. Use the format provided by the CAM. The Recipient is expected to update the Project Fact Sheet as needed throughout the project to reflect the most current project details and benefits.
- At the conclusion of the project, the *Project Fact Sheet* will include, but is not limited to: a description of the project; the actual benefits resulting from the project; lessons learned from implementing the project; data on potential job creation, economic development, and increased state revenue as a result of expected future expansion; a comparison of any project performance and expectations provided in the grant application to CEC with actual project performance and accomplishments. Use the format provided by the CAM.

Recipient Product:

- Project Fact Sheet

Task 1.3 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the CEC and the Recipient. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

At least two CPR meeting will occur during the Agreement. The CAM may schedule additional CPR meetings as necessary. Meeting costs will be borne by the Recipient. The two standard CPR meetings are scheduled after the site plan(s) are completed (end of Task 2) and after commissioning of the EVSE (end of Task 5).

Meeting participants include the CAM and the Recipient and may include the CAO, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM to provide support to the CEC.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. Meetings may take place at the CEC, another location or remotely.
- Send the Recipient the *meeting agenda and a list of expected participants in advance* of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Inform the Recipient when the CAM expects to send a written determination.
- Provide the Recipient with a *written determination*. The written determination may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a *CPR Report* for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.

- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

- Agenda and a list of expected participants
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.4 Monthly Calls

The goal of this task is to have calls at least monthly between CAM and Recipient to verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to verbally summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, to verify match funds are being proportionally spent concurrently or in advance of CEC funds or are being spent in accordance with an approved Match Funding Spending Plan, to form the basis for determining whether invoices are consistent with work performed, and to answer any other questions from the CAM. Monthly calls might not be held on those months when a quarterly progress report is submitted, or the CAM determines that a monthly call is unnecessary.

The CAM shall:

- Schedule monthly calls.
- Provide Program Management Data Report Template
- Provide questions to the Recipient prior to the monthly call.
- Provide call summary notes to Recipient of items discussed during call.

The Recipient shall:

- Review the questions provided by CAM prior to the monthly call.
- Complete the Program Management Data Report monthly, as needed. (see Appendix E)
- Provide verbal answers to the CAM during the call.
- Send an email to CAM concurring with call summary notes within 5 working days of receipt.

Product:

- Email to CAM concurring with call summary notes.

Task 1.5 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a *letter* documenting the match funding committed to this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Submit to the CAM at least 2 working days prior to the kick-off meeting a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant, a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional match funds are received, submit to the CAM within 10 working days additional match fund commitment letter(s).

- If during the course of the Agreement existing match funds are reduced, submit to the CAM within 10 working days a letter describing the reduction in match funds. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.6 Obtain and Execute Subawards and Agreements with Site Hosts

The goal of this task is to ensure quality products and to execute subrecipient and site host agreements, as applicable, required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement and contracting policies and procedures.

The Recipient shall:

- Execute and manage subawards and coordinate subrecipient activities.
- Execute and manage site host agreements and ensure the right to use the project site throughout the term of the Agreement, as applicable. A site host agreement is not required if the Recipient is the site host.
- Notify the CEC in writing immediately, but no later than five calendar days, if there is a reasonable likelihood the project site cannot be acquired or can no longer be used for the project.
- Submit a *letter* to the CAM at least 2 working days prior to the kick-off meeting describing the subawards and any site host agreements needed or stating that no subawards or site host agreements are required.
- If requested by the CAM, submit a *draft of each subaward and any site host agreement* required to conduct the work under this Agreement to the CAM for review.
- If requested by the CAM, submit a *final copy of each executed subaward and any site host agreement*.
- If Recipient intends to add new subrecipients or change subrecipients, then the Recipient shall notify the CAM.

Products:

- Letter describing the subawards and any site host agreements needed, or stating that no subawards or site host agreements are required

- Draft subaward (if requested)
- Final subaward (if requested)
- Draft site host agreement (if requested)
- Final site host agreement (if requested)

Task 1.7 Quarterly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a *Quarterly Progress Report* which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Progress reports are due to the CAM by the end of each January, April, July, and October. The Quarterly Progress Report template can be found on the ECAMS Resources webpage available at <https://www.energy.ca.gov/media/4691>.

Products:

- Quarterly Progress Reports

Task 1.8 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CAM.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The CAM will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the CAM about the following Agreement closeout items:

- What to do with any equipment purchased with CEC funds (Options)
- CEC request for specific “generated” data (not already provided in Agreement products)
- Need to document Recipient’s disclosure of “subject inventions” developed under the Agreement, if applicable
- “Surviving” Agreement provisions
- Final invoicing and release of retention
- Provide to the CAM within 10 working days after the Final Meeting *written documentation of meeting agreements*.
- Provide to the CAM within 10 working days after the Final Meeting a *schedule for completing the closeout activities* for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

TECHNICAL TASKS

TASK 2 SITE PLAN(S) AND PREPARATION FOR CONSTRUCTION

The goal of this task is to take all necessary steps to ensure that the site(s) have adequate design and planning to support the charger installation(s) in addition to preparing the site(s) for construction.

Task 2.1 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Submit to the CAM at least 2 working days before the Kick-Off Meeting a *list of all permits* required to complete the project that identifies each type of permit and the names, addresses and telephone numbers of the permitting jurisdictions or lead agencies requiring the permits. If no permits are required, submit a letter indicating no permits are required.

- Submit to the CAM at least 2 working days before the Kick-Off Meeting a schedule for applying for and obtaining all permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide an updated list of permits and an updated schedule to the CAM within 10 working days of identifying additional permits.
- As permits are obtained, submit a copy of each final approved permit to the CAM within 10 working days.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 working days. Either of these events may trigger an additional CPR.

Products:

- List of all permits or letter stating that no permits are required
- Schedule for applying for and obtaining all permits
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 2.2 Site Plan(s) and Preparation for Construction

The goal of this task is to take all necessary steps to ensure the site(s) have adequate design and planning for the installation of chargers.

The Recipient shall:

- Submit to CAM a copy of *Site Plan(s)* for each project site which identify the proposed location of charging infrastructure.

Products:

- Copies of Site Plan(s)

TASK 3 PROCURE EQUIPMENT

The goal of this task is to procure the necessary equipment to successfully complete the construction and installation of the project.

The Recipient shall:

- Procure the necessary equipment needed to complete the project, including but not limited to, the appropriate EVSE and any materials needed for the construction and installation of the project. Submit to the CAM *copies of invoices or proof of procurement* for all equipment items as they are procured.

Products:

- Copies of invoices or proof of procurement

TASK 4 CONSTRUCTION AND INSTALLATION

The goal of this task is to complete any construction necessary at the project site(s) as needed in accordance with the project goals and install all proposed EVSE at their proposed site(s).

The Recipient shall:

- Complete necessary construction for the project at a minimum of 14 project sites.
- Install a minimum of 130 Level 2 charging ports across project sites.
- Install a minimum of 20 DCFC charging ports across project sites.
- Total kW output of all installed ports shall be at least 3,806 kW.
- Submit to the CAM an *AB 841 Certification* that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit to the CAM *EVITP Certification Numbers* of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

- Ensure all electric vehicle supply equipment (EVSE) installed for commercial use has a type approval certificate issued through the California Type Evaluation Program (CTEP) administered by the California Department of Food and Agriculture Division of Measurement Standards or Certificate of Conformance issued by the National Type Evaluation Program (NTEP) administered through the National Conference on Weights and Measures. California accepts NTEP certificates so long as the device also meets CCR Title 4, Section 4002.11.
- Unless otherwise updated by the California Division of Measurement Standards, ensure installation, repair, and/or maintenance on commercial EVSE is performed by a Registered Service Agency (RSA) and after the device is placed in service, the RSA must report this information to the county within 24 hours. Device owners are responsible for registering their device with the county.

Products:

- AB 841 Certification
- EVITP Certification Numbers for all electricians installing EVSE

TASK 5 SITE ENERGIZATION AND COMMISSIONING

The goal of this task is to energize and commission all of the installed EVSE in the project.

The Recipient shall:

- Energize all EVSE in the project
- Commission all EVSE in the project

Products:

- Confirmation of discussion and progress with AHJ responsible for commissioning (submitted to CAM via email)
- Confirmation of energization and commissioning (submitted to CAM via email)

TASK 6 OPERATIONS, MAINTENANCE, RECORDKEEPING, REPORTING AND DATA COLLECTION

The goal of this task is to ensure this Agreement complies with the reliability performance standards, recordkeeping, reporting, maintenance, data collection and analysis requirements (Requirements) for EV chargers installed as part of this Agreement.

The Recipient shall:

- Comply with all the requirements set forth in the appendices below. In the event the CEC adopts regulations that include Requirements, for example as required by AB 2061 (Ting, Chapter 345, Statutes of 2022) and/or AB 126 (Reyes, Chapter 319, Statutes of 2023), those Requirements shall supersede the Requirements contained in this Scope of Work for this Agreement wherever, as determined by the CAM, they conflict or are redundant.
 - Appendix A for Operations and Reliability
 - Appendix B for Recordkeeping and Transmittal
 - Appendix C for Reporting
 - Appendix D for Semi-Annual Electric Vehicle Charger Inventory Report
 - Appendix E for Data Collection and Analysis
 - Appendix F for Utilization
 - Appendix G for GHG Reporting
 - Appendix H for Data Sharing Agreement

Products:

- Remote Monitoring Records (as specified in Appendix B)
 - Within 10 business days of request
- Maintenance Records (as specified in Appendix B)
 - Within 10 business days of request
- Data Dictionary (as specified in Appendix B)
 - Submitted with Remote Monitoring Records or Maintenance Records
- Quarterly Report on Charger and Charging Port Reliability and Maintenance (as specified in Appendix C)
 - Submitted with each Quarterly Progress Report once chargers are operational
- Electric Vehicle Charger Inventory Report (as specified in Appendix D)

- Within 30 days of Agreement execution and then each calendar half-year thereafter, due by the end of July and the end of January
- Program Management Data Report (as specified in Appendix E)
 - At least 2 business days prior to Monthly Calls (Task 1.4)
- EV Utilization Data Report (as specified in Appendix F)
 - By the end of each January, April, July, and October once chargers are operational
- GHG Intensity Report (as specified in Appendix G)
 - By the end of July and the end of January
- Dually Signed Data-sharing Agreement (as specified in Appendix H)
 - Within 30 calendar days of selecting a charging network provider or if the charging network provider changes

TASK 7 FINAL REPORT

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, providing products specified in this Scope of Work, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Final Report shall be a public document and is limited to 25-pages. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

In addition to any other applicable requirements, the Final Report must comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability; all applicable regulations and guidelines issued pursuant to the ADA; Cal. Gov. Code sects. 7405 and 11135; and Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

The Recipient shall:

- Prepare an *Outline of the Final Report*, if requested by the CAM.

- Prepare a *Draft Final Report* complying with ADA requirements and following the latest version of the Final Report guidelines which will be provided by the CAM. The Final Report must include at least (6) six *High Quality Digital Photographs* (minimum resolution of 1300x500 pixels in landscape ratio) of pre- and post- technology installation at the project sites or related project photographs. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit *Final Report* in Microsoft Word format or similar electronic format as approved by the CAM.

Products:

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report
- High Quality Digital Photographs

APPENDIX A: OPERATIONS AND RELIABILITY

Recipient shall comply with the reliability performance standards, recordkeeping, reporting, and maintenance requirements (Requirements) for EV chargers installed as part of this Agreement, excluding any charger used solely for private use at a single-family residence or a multifamily housing unit with four or fewer units. In the event the CEC adopts regulations that include Requirements, for example as required by AB 2061 (Chapter 345, Statutes of 2022) and/or AB 126 (Chapter 319, Statutes of 2023), those Requirements shall supersede the Requirements contained in this Scope of Work for this Agreement wherever, as determined by the CAM, they conflict or are redundant.

The Recipient shall:

- **Operational requirement for all chargers:** The Recipient shall operate charging ports installed as part of this Agreement during the term of this Agreement.
- **Uptime requirement for all chargers:** The Recipient shall ensure that the charging port uptime for each charging port installed in the project is at least 97 percent of each year for six years after the beginning of operation.
- **Successful charge attempt rate (SCAR) requirement for networked chargers:** The Recipient shall ensure that the charging port SCAR for each charging port installed in the project is at least 90 percent for each year for six years after the beginning of operation.
- **Maintenance requirements for all chargers:** The Recipient shall:

- Conduct preventive maintenance, as specified by the charger manufacturer, on the charger hardware by a certified technician annually. The time interval between consecutive preventive maintenance visits to any charger shall be no more than 13 months.
- Complete corrective maintenance within 5 business days of the beginning of a time when the charger or charging port is inoperative or exhibiting failures that result in an inability to charge.
- **OCPP requirements for networked chargers:** The Recipient shall retain the services of a charging network provider that meets the bulleted criteria below to record, retain, and transmit the Remote Monitoring data for networked chargers specified in Appendix B: Recordkeeping and Transmittals.
 - The charging network provider must have an API of the CEC's choosing to permit the charging network provider to transfer the data required in this section directly to the CEC or the CEC's designee within 60 minutes of the record's generation.
 - The charging network provider must have Subset Certification of the Charging Station Management System in the Open Charge Alliance OCPP Certification Program for OCPP version 2.0.1, published May 24, 2023, or a subsequent version of OCPP for Core, Advanced Security, and ISO 15118 Support functionalities.
 - The charging network provider's central system must have connection to the chargers using OCPP version 2.0.1 or a subsequent version of OCPP. This does not preclude the additional use of other communication protocols.
 - The charging network provider and chargers must transmit the following protocol data units between the Central Management System and the charger(s) as specified in OCPP version 2.0.1 or a subsequent version of OCPP:
 - § AuthorizeRequest shall be transmitted to the Central Management System by the charger.
 - § AuthorizeResponse shall be transmitted by the Central Management System to the charger.
 - § BootNotificationResponse shall be transmitted by the Central Management System to the charger in response to any received BootNotificationRequest.
 - § HeartbeatRequest shall be transmitted to the Central Management System by the charger on a set interval.
 - § HeartbeatResponse shall be transmitted to the charger by the Central Management System in response to any received HeartbeatRequest.

- § RequestStartTransactionRequest shall be transmitted by the Central Management System to the charger as specified in OCPP 2.0.1 or a subsequent version of OCPP.
- § StatusNotificationRequest shall be transmitted by the charger to the Central Management System any time the charger or an associated charging port's operative status changes.
- § TransactionEventRequest shall be transmitted to the Central Management System by the charger as specified in OCPP 2.0.1 or a subsequent version of OCPP.
 - The optional field meterValue must be populated when the eventType field is set to either "Started" or "Ended."
 - When populated, the sub-subfield Value of the subfield SampledValue of the field meterValue shall be transmitted in Watt-hours (Wh).
 - When populated, the sub-sub-subfield unit of the sub-subfield unitOfMeasure of the subfield SampledValue of the field meterValue shall be set to the default string, "Wh."
 - When populated, the sub-sub-subfield multiplier of the sub-subfield unitOfMeasure of the subfield SampledValue of the field meterValue shall be set to the default integer, 0 (zero).
 - When the meterValue field is populated, the measurand sub-subfield of the SampledValueType subfield, of the field meterValue shall be populated as specified in OCPP 2.0.1 or a later version.

Without limitation to other rights and remedies which the CEC may have, including but not limited to survival provisions specified in the Terms and Conditions of this Agreement, this requirement to ensure operability for six years after the beginning of operation shall survive the completion or termination date of this Agreement. In addition to other requirements in the Terms and Conditions of this Agreement, all CEC-reimbursable expenditures must be incurred within the Agreement term.

APPENDIX B: RECORDKEEPING AND TRANSMITTALS

The goal of this requirement is to collect, maintain, and transmit records of charging port operation and reliability to the CEC.

The Recipient shall:

- **For networked chargers**, ensure the charging network provider collects and retains the Remote Monitoring data below from each charging port installed and operated as part of this Agreement.
- **For networked chargers**, ensure the charging network provider automatically transmits the Remote Monitoring data below to the CEC, via API, within 60

minutes of the Remote Monitoring data's generation. Transmittals must begin within one month of the charger becoming operational.

- **For networked chargers**, ensure the charging network provider retains the Remote Monitoring data below for 2 years from the date of each record's generation. Provide *Remote Monitoring records* to the CEC within 10 business days of request.
 - Provide digital records in a comma separated values file unless another file format is approved by the CEC for the request.
 - Provide a clear and understandable *Data Dictionary* that describes each data element and any associated units with all digital records.
 - **Remote monitoring data for networked chargers**, which will serve as the foundation for the *Remote Monitoring records* that must be submitted include:
 - § All instances of the following Protocol Data Units, specified in OCPP 2.0.1, that are transmitted between the charger and the central system.
 1. AuthorizeRequest
 2. AuthorizeReponse
 3. BootNotificationRequest
 4. HeartbeatResponse
 5. RequestStartTransactionRequest
 6. StatusNotificationRequest
 7. TransactionEventRequest
- **For all chargers**, collect and retain the maintenance records specified below for each charging port installed and operated as part of this Agreement for 6 years from the date the charging port begins operation. Provide *Maintenance Records* to the CEC within 10 business days of request.
 - **Maintenance Records, for all chargers, Recipient shall collect and retain:**
 - § Reports of inoperative charging ports or charging port failures resulting in inability to charge, such as a customer complaint, internal diagnostics, or inspection.
 - § Records of any maintenance conducted on charging ports installed and operated as part of the agreement. Records should specify the following:
 - (A) Date and time of the maintenance event.
 - (B) Whether maintenance was corrective or preventive in nature.
 - (C) Whether and for how long the charging port was in an inoperative state prior to maintenance.

- (D) Whether the charging port was in an operative state following maintenance.

APPENDIX C: REPORTING

The goal of this requirement is to provide reports on charger reliability and maintenance.

The Recipient Shall:

- For **each charger**, after the charger becomes operational, prepare and submit to the CEC *Quarterly Reports on Charger and Charging Port Reliability and Maintenance*. This report must conform to a format approved by the CEC. Each report must include:
 - A summary of charging port downtime, including total downtime and the number and frequency of downtime events, the minimum, median, mean, and maximum duration, and the causes of downtime events. Downtime shall be determined on a per charging port basis by summing the durations of all downtime events during the reporting period. The duration of a downtime event shall be the longest of the following periods:
 - § **For networked charging ports**, the time after the charger has transmitted a StatusNotificationRequest indicating that the charging port associated with that charger is in a “faulted” or “unavailable” state until a subsequent StatusNotificationRequest is transmitted by that charger indicating that the charging port has transitioned to an “available,” “occupied,” or “reserved” state. The timestamps in each StatusNotificationRequest shall be used to quantify downtime.
 - § **For networked chargers**, the time between a BootNotificationResponse transmitted by the Central Management System and the last HeartbeatResponse transmitted by the Central Management System prior to the BootNotificationResponse. The timestamps in the relevant BootNotificationResponse and HeartbeatResponse shall be used to quantify downtime.
 - § **For all charging ports**, the time between the earliest record that a charging port is not capable of successfully dispensing electricity or otherwise not functioning as designed and the time it is available to deliver a charge. First record that a charger is not capable of successfully dispensing electricity or otherwise not functioning as designed includes, but is not limited to, consumer notification, internal diagnostics, or inspection, whichever is earliest.
 - A summary of excluded downtime, including total excluded downtime and the number and frequency of excluded downtime events, the minimum, median, mean, and maximum duration, and the causes of excluded downtime events. ‘Excluded Downtime’ includes:
 - § **Before Initial Installation:** Downtime before the charging port was initially installed.

- § **Grid Power Loss:** Downtime during which power supplied by a third-party provider is not supplied at levels required for minimum function of the charging port. This may include, but is not limited to, service outages due to utility equipment malfunction or public safety power shutoffs. This does not include power generation or storage equipment installed to serve the charger(s) exclusively. Documentation from power provider detailing outage is required to claim this as excluded downtime.
- § **Outage for Preventative Maintenance or Upgrade:** Downtime caused by any preventative maintenance or upgrade work that takes the charging port offline. This must be scheduled at least two weeks in advance of the charger being placed in an inoperative state. The maximum downtime that can be excluded for preventative maintenance or upgrade work is 24 hours for any 12-month period.
- § **Vandalism or Theft:** Downtime caused by any physical damage to the charger or station committed by a third party. This may include, but is not limited to, theft of charging cables, damage to connectors from mishandling, or damage to screens. A maximum of 5 days may be claimed as excluded downtime for each vandalism or theft event. A police report or similar third-party documentation is required to claim this as excluded time.
- § **Natural Disasters:** Downtime caused by any disruption of the charging port due to a natural event such as a flood, earthquake, or wildfire that causes great damage. Third party documentation such as news reporting must be provided along with a narrative of the direct impacts to the charger(s) to claim this as excluded downtime.
- § **Communication Network Outages:** Downtime caused by loss of communication due to cellular or internet service provider system outages. A Communication Network Outage can be claimed as excluded downtime provided the chargers default to a free charge state during communication losses. A free charge state is when the charger is operational and dispenses energy free of charge to any consumer.
- § **Operating Hours:** Hours in which the charging port is in an operative state but that are outside of the identified hours of operation of the charging station.

- A summary and calculation of uptime. Each report shall include the uptime percentage of each charging port (Uptime) installed and operated as part of this Agreement for the reporting period. Charging port uptime shall be calculated as:

$$U = \frac{T - D + E}{T} * 100\%$$

U = Charging Port Uptime

T =

Q1 reporting period = 129,600 minutes, except for a leap year, which is 131,040 minutes.

Q2 reporting period = 131,040 minutes.

Q3 and Q4 reporting periods = 132,480 minutes.

D = Total charging port downtime for the reporting period, in minutes.

E = Total charging port excluded downtime in the reporting period, in minutes.

- **For networked charging ports**, a charge attempt summary for each charging port. The charge attempt summary shall include, as defined below, the total number of charge attempts, the total number of successful charge attempts, the total number of failed charge attempts, and the successful charge attempt rate for the reporting period.

§ **Charge Attempt.** A charge attempt occurs upon transmission of one or more of the protocol data units identified in following subsections A. through G. below between the Central Management System and the charger as specified in OCPP Version 2.0.1 or a subsequent version of OCPP. Any number of the Protocol Data Units described in A. through G. of this subsection below timestamped within a three-minute interval shall be counted as one charge attempt. Any number of TransactionEventRequest described in D. through G. of this subsection below transmitted with identical identifier strings in the transactionId subfield of the transactionInfo field shall be counted as one charge attempt.

- A. An AuthorizeRequest message transmitted by the charger to the Central Management System.

The AuthorizeRequest message shall not count as a charge attempt if the Central Management System responds with an AuthorizeResponse message with the status subfield of the idTokenInfo field set to any of the following responses:

- “Blocked”
 - “ConcurrentTx”
 - “Expired”
 - “Invalid”
 - “NoCredit”
 - “NotAllowedTypeEVSE”
 - “NotAtThisLocation”
 - “NotAtThisTime”
 - “Unknown”
- B. A RequestStartTransactionRequest message transmitted by the Central Management System to the charger.
- C. A StatusNotificationRequest message transmitted by the charger to the Central Management System with the connectorStatus field set to “Occupied”.
- D. A TransactionEventRequest message transmitted by the charger to the Central Management System with the eventType field set to “Started”.
- E. A TransactionEventRequest message transmitted by the charger to the Central Management System with the triggerReason field set to “CablePluggedIn”.
- F. A TransactionEventRequest message transmitted by the charger to the Central Management System with the chargingState subfield of the transactionInfo field set to “EVConnected”.
- G. A TransactionEventRequest message transmitted by the charger to the Central Management System with the chargingState subfield of the transactionInfo field set to “Charging”.
- § **Charging Session.** A charging session begins and ends as follows:
- A. A charging session begins when the charger transmits TransactionEventRequest to the Central Management System with the chargingState subfield of the transactionInfo field set to “Charging.”
- In the event that multiple TransactionEventRequest protocol data units are transmitted with the chargingState subfield of the transactionInfo field set to 'Charging' AND identical identifier strings in the transactionId subfield of

the transactionInfo field, the charging session shall begin when the first of those protocol data units are sent. Which protocol data unit was sent first shall be determined based on the lowest value in the seqNo field.

- B. A charging session ends when the charger transmits a subsequent TransactionEventRequest to the Central Management System with the chargingState subfield of the transactionInfo field set to any of the following values:
- “EVConnected”
 - “SuspendedEV”
 - “SuspendedEVSE”
 - “Idle”
- C. The identifier string contained in the transactionId subfield of the transactionInfo field must be identical in the messages described in A. and B. of this subsection above.
- D. The date and time found in the timestamp field of the messages described in A. and B. of this subsection above shall be used to determine the start and stop time of a charging session.

§ **Successful Charge Attempt.** A successful charge attempt is a charge attempt that is followed by either A. or B. of this subsection below prior to another charge attempt.

- A. A charging session that lasts for 5 minutes or longer as determined by the timestamps described above
- B. The stoppedReason subfield of the transactionInfo field of the TransactionEventRequest protocol data unit ending the charging session is set to one of the following:
- “EnergyLimitReached”
 - “Local”
 - “Remote”
 - “SOCLimitReached”

§ **Failed Charge Attempt.** A failed charge attempt is any charge attempt that is not followed by a successful charge attempt prior to a subsequent charge attempt.

- § **Successful Charge Attempt Rate.** The successful charge attempt rate for a charging port shall be calculated using the following formula:

$$SCAR = \frac{CA - FCA}{CA} * 100\%$$

Where:

SCAR = Successful Charge Attempt Rate

CA = Total Charge Attempts for the reporting period

FCA = Total failed charge attempts for the reporting period

- **For all chargers,** a summary of the total number of maintenance dispatch events that occurred since the last report, the number of days to complete each maintenance event reported, and a narrative description of significant maintenance issues. Include details of all excluded downtime and a narrative description of events that caused the excluded downtime. Include the summary in each Quarterly Report on Charger and Charging Port Reliability and Maintenance.

APPENDIX D: SEMI-ANNUAL ELECTRIC VEHICLE CHARGER INVENTORY REPORTS

The goal of this requirement is to provide information on the total number of chargers in the Recipient's charging network in California, including both public and shared private, serving all vehicle sectors (light-, medium-, and heavy duty) excluding any charger used solely for private use at a single-family residence or a multifamily housing unit with four or fewer units. In the event the CEC adopts regulations that include Requirements, for example as required by AB 2061 (Chapter 345, Statutes of 2022) and/or AB 126 (Chapter 319, Statutes of 2023), those Requirements shall supersede the Requirements contained in this Scope of Work for this Agreement wherever, as determined by the CAM, they conflict or are redundant.

The Recipient shall:

- Prepare an *Electric Vehicle Charger Inventory Report*, in a template provided by the CAM, on the total number of chargers in the Recipient's charging network in California that includes:
 - For chargers serving light-duty electric vehicles:
 - Number of public AC charging ports aggregated at the county level by charging network provider
 - Number of shared private AC charging ports aggregated at the county level by charging network provider
 - Number of public DC fast charging ports aggregated at the county level by charging network provider

- Number of shared private DC fast charging ports aggregated at the county level by charging network provider
- For chargers serving medium- and/or heavy-duty vehicles:
 - Number of public AC charging ports aggregated at the county level by charging network provider
 - Number of shared private AC charging ports aggregated at the county level by charging network provider
 - Number of public DC fast charging ports aggregated at the county level by charging network provider
 - Number of shared private DC fast charging ports aggregated at the county level by charging network provider
 - Number of other publicly available charging ports at the county level by charging network provider
 - Number of other depot charging ports by power output (less than 50 kilowatts (kW), between 50 – 150 kW, 150 kW – 350 kW, 350 kW and above) at the county level by charging network provider (if applicable)
- Submit the *Electric Vehicle Charger Inventory Report* to the CAM, no later than 30 calendar days after the Agreement is executed and then each calendar half-year thereafter. Reports are due at the end of July and end of January.

APPENDIX E: DATA COLLECTION AND ANALYSIS

The goal of this requirement is to collect operational and programmatic data from the project. In the event the CEC adopts regulations that include Requirements, for example as required by AB 2061 (Chapter 345, Statutes of 2022) and/or AB 126 (Chapter 319, Statutes of 2023), those Requirements shall supersede the Requirements contained in this Scope of Work for this Agreement wherever, as determined by the CAM, they conflict or are redundant.

The Recipient shall:

- Prepare and provide a monthly *Program Management Data Report* in a format chosen by the CEC.
- Collect and provide the following programmatic data for all electric vehicle chargers, and include in the monthly *Program Management Data Report*. The programmatic data shall include, but not be limited to the following:
 - Electric Vehicle Charger Information:
 - Funding
 - The subsidy from a federal program, utility program, and private funding
 - Vehicles

- Primary Vehicle Type served such as light duty (GVWR ≤ 10,000), medium duty (10,000 < GVWR ≤ 26,000), heavy duty (GVWR > 26,000)
- Milestone Dates
 - Key milestone dates, such as permit request and received date, charger energization date, charger operational date, and other dates as requested by the CAM
- Location
 - Primary site access type such as publicly available, shared private, private
 - Location/site use type, such as hotel, restaurant, or multi-unit housing
 - Charger station address
 - Parking location type, such as street, parking lot or parking garage
- Other Equipment
 - Battery Energy Storage CEC cost and kWh capacity
 - Non-battery Distributed Generation CEC cost, kW capacity and type
- ZEV Infrastructure Information:
 - Charger Information
 - Charger make and model, serial number, level (Level 1, Level 2, DCFC, MCS), nameplate capacity (kW), number ports per charger

APPENDIX F: UTILIZATION

The goal of this requirement is to collect and provide utilization data for the charging stations installed for this project.

The Recipient Shall:

- Collect and provide to the CAM, at minimum, quarterly utilization data from the project for all installed chargers in an EV Utilization Data Report in the format of the CEC's choosing, including, but not limited to:
 - EV Charging Port:
 - § Charging network provider name
 - § Charger site address, city, zip code
 - § Charger make, model, and manufacturer serial number

- § EV service equipment charger and charging port ID
- § Peak Power (kW)
- § Charging session start/end date and times
- § Charging session energy consumed (kW)
- § Plug in/un-plugged timestamp Coordinated Universal Time (UTC)
- § Charging interval peak demand
- § Charging interval start/end times
- § Charging interval energy consumed
- § If a bidirectional charger, energy (kWh) discharged back to grid or facility
- § Total transacted amount
- § Payment method

APPENDIX G: GHG INTENSITY REPORTING

The goal of this requirement is to collect and report the source and greenhouse gas emission intensity of this project.

The Recipient Shall:

- For electric vehicle chargers: collect and report the source and greenhouse gas emissions intensity, on an annual basis, of the electricity used and dispensed by the EV charging station(s) at the meter, consistent with the disclosure methodology set forth in Article 14 (commencing with Section 398.1) of Chapter 2.3 of Part 1 of Division 1 of the Public Utilities Code. Data must be reported to the CEC semiannually in the *GHG Intensity Report* specified by the CAM.

APPENDIX H: DATA SHARING AGREEMENT

The goal of this requirement is to ensure a data sharing agreement with the parameters outlined below, is in place for the purposes of facilitating data collection and reporting.

The Recipient shall:

- Enter into a data-sharing agreement with a charging network provider that shall include the following:
 - Recipient maintains responsibility for ensuring all data collection and reporting requirements of this agreement are met.
 - Recipient designates the charging network provider to fulfill the data collection and reporting responsibilities related to Appendix B: Recordkeeping and Transmittals (excluding Maintenance Records), Appendix C: Reporting, Appendix D: Semi-Annual Electric Vehicle

Charger Inventory Reports, and Appendix F: Utilization on behalf of Recipient.

- The charging network provider submits all required reports, per the requirements stated, from Appendix B: Recordkeeping and Transmittals (excluding Maintenance Records), Appendix C: Reporting, Appendix D: Semi-Annual Electric Vehicle Charger Inventory Reports, and Appendix F: Utilization directly to the CEC.
- The charging network provider's reports adhere to CEC-approved formatting, report templating, and delivery methods.
- Submit the *dually signed data-sharing agreement* to the CEC within 30 calendar days of selecting a charging network provider.
- Notify the CEC within 30 calendar days if Recipient changes its selected charging network provider.
- If a new charging network provider is selected, the new dually signed data-sharing agreement shall be submitted to the CEC within 30 calendar days of the charging network provider's hiring.
- Collect and provide at least 6 years of throughput, usage, and operations data from each charging port, including but not limited to the requirements stated in Appendix B: Recordkeeping and Transmittals (excluding Maintenance Records), Appendix C: Reporting, Appendix D: Semi-Annual Electric Vehicle Charger Inventory Reports, and Appendix F: Utilization.

EXHIBIT A-1

Schedule of Products and Due Dates

To be Completed by CEC CAM

Agreement Begin Date: 04/10/2025

Agreement End Date: 6/30/2028

Work Needs to be Completed by: 6/30/2028

Funding Liquidation Deadline: 6/30/2029

| Task Number | Task Name | Product(s) | Due Date |
|-------------|--|--|--|
| 1.0 | ADMINISTRATION | | |
| 1.1 | Kick-off Meeting | | |
| | | Updated Schedule of Products and Due Dates | Within 10 working days after Kick-Off Meeting |
| | | Written Statement of Match Activities | Within 10 working days after Kick-Off Meeting |
| | | Kick-Off Meeting Agenda (CEC) | At least 2 working days before Kick-Off meeting |
| 1.2 | Project Fact Sheet | | |
| | | Submit a Project Fact Sheet (update as needed) | Within 60 days of Agreement execution and when updated |
| 1.3 | Critical Project Review Meetings | | |
| | | CPR Report | At least 15 working days before CPR meeting |
| | 1st CPR Meeting (After Site Plan(s) are Completed) | CPR Meeting Agenda (CEC) | At least 2 working days before CPR meeting |
| | | Written determination (CEC) | Within 15 working days after CPR meeting |
| | | CPR Report | At least 15 working days before CPR meeting |
| | 2nd CPR Meeting (After Commissioning) | CPR Meeting Agenda (CEC) | At least 2 working days before CPR meeting |
| | | Written determination (CEC) | Within 15 working days after CPR meeting |
| 1.4 | Monthly Calls | | |
| | | Email to CAM concurring with call summary notes | Within 5 days of receipt |
| 1.5 | Identify and Obtain Match Funds | | |
| | | A letter regarding match funds or stating that no match funds are provided | At least 2 working days before Kick-Off meeting |
| | | Copy(ies) of each match fund commitment letter(s) (if applicable) | At least 2 working days before Kick-Off meeting |
| | | Letter(s) for new match funds (if applicable) | Within 10 days of identifying new match funds |
| | | Letter that match funds were reduced (if applicable) | Within 10 days of identifying reduced funds |

EXHIBIT A-1

| Task Number | Task Name | Product(s) | Due Date |
|-------------|--|--|--|
| 1.6 | Obtain and Execute Subawards and Agreements with Site Hosts | | |
| | | Letter describing the subawards needed, or stating that no subawards are required | At least 2 working days before Kick-Off meeting |
| | | Draft subawards(if requested) | Within 10 working days of CAM request |
| | | Final subawards (if requested) | Within 10 working days of CAM request |
| | | Draft site host agreement (if requested) | Within 10 working days of CAM request |
| | | Final site host agreement (if requested) | Within 10 working days of CAM request |
| 1.7 | Quarterly Progress Reports | | |
| | | Quarterly Progress Reports | By the end of each January, April, July and October during the term of the agreement |
| 1.8 | Final Meeting | | |
| | | Written documentation of meeting agreements | Within 10 working days after the Final Meeting |
| | | Schedule for completing closeout activities | Within 10 working days after the Final Meeting |
| 2.0 | SITE PLAN AND PREPARATION FOR CONSTRUCTION | | |
| 2.1 | Identify and Obtain Required Permits | | |
| | | List of permits or letter stating no permits are required | At least 2 working days before Kick-Off meeting |
| | | Schedule for applying for and obtaining all permits | At least 2 working days before Kick-Off meeting |
| | | Updated list of permits as they change during the term of the Agreement (if applicable) | Within 10 working days of identifying new permits |
| | | Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable) | Within 10 working days of identifying new permits |
| | | A copy of each final approved permit (if applicable) | Within 10 working days of permit approval |
| 2.2 | Site Plan and Preparation for Construction | | |
| | | Copies of Site Plan(s) | 12/1/2025 |
| 3 | PROCURE EQUIPMENT | | |
| | | Copies of invoice(s) or proof of procurement | 6/1/2028 |
| 4 | CONSTRUCTION AND INSTALLATION | | |
| | | AB 841 Certification | 6/1/2028 |
| | | EVITP Certification Numbers | 6/1/2028 |

EXHIBIT A-1

| Task Number | Task Name | Product(s) | Due Date |
|-------------|--|------------|--|
| 5 | SITE ENERGIZATION AND COMMISSIONING | | |
| | Confirmation of discussion with AHJ or Utility (email to CAM) | | 6/1/2028 |
| | Confirmation of energization and commissioning (email to CAM) | | 6/1/2028 |
| 6 | OPERATIONS, MAINTENANCE, RECORDKEEPING, REPORTING AND DATA COLLECTION | | |
| | Remote Monitoring Records | | Within 10 business days of CEC request |
| | Maintenance Records | | Within 10 business days of CEC request |
| | Data Dictionary (submitted with Remote Monitoring Records or Maintenance Records) | | Within 10 business days of CEC request |
| | Quarterly Report on Charger and Charging Port Reliability and Maintenance (submitted with each Quarterly Progress Report (Task 1.7) once chargers are operational) | | By the end of each January, April, July, and October once chargers are operational |
| | Electric Vehicle Charger Inventory Report | | Within 30 calendar days of execution and then the end of each July and end of each January thereafter during the term of the agreement |
| | Program Management Data Report | | At least 2 business day prior to the monthly calls (Task 1.4) |
| | EV Utilization Data Report (submitted with each Quarterly Progress Report (Task 1.7) once chargers are operational) | | By the end of each January, April, July, and October once chargers are operational |
| | GHG Intensity Report | | By the end of July and the end of January |
| | Program metrics and data reports consistent with the GGRF Special Terms and Conditions | | Within 10 business days of request |
| | Dually Signed Data-sharing Agreement (if applicable) | | Within 30 calendar days of selecting a charging network provider or if the charging network provider changes |
| 7 | Final Report | | |
| | Outline of the Final Report (if requested) | | Within 10 business days of CEC request |
| | Draft Final Report | | 3/31/2028 |
| | Final Report (no less than 60 days before the end term of the agreement) | | 5/1/2028 |
| | High Quality Digital Photographs | | 5/1/2028 |

EXHIBIT B

Template Version 6/5/2023

Date of Last Approved Agreement Budget Modification: mm/dd/yyyy

Workbook Instructions

Input Data: Enter information as required in all cells highlighted in Blue.

Restricted Editing: All cells not highlighted in Blue are locked from editing. Locked cells include: cells with formulas highlighted in Gray or Light Yellow, cells with no color fill (white), etc.

For the Agreement Budget Template ONLY: Colored Tabs:

The "Equipment" and "Subrecipients & Vendors" budget category tabs are colored **ORANGE** to indicate that line item details can be entered for these budget categories. The other budget category tabs (Direct Labor, Fringe Benefits, Travel, Materials & Misc., and Indirect Costs & Profit) only contain category totals.

Regarding Confidential Information: Avoid disclosing trade secrets and confidential information on any agreement document, since these documents are publicly accessible.

Rules for decimal places on values:

- **Budget and Invoice values:**
 - Rounding of any values, as described below, should be performed using standard rounding practices.
 - For all currency rates (e.g., Direct Labor, and Unit Cost): Round to the cent (\$0.01).
 - For all percentage rates (e.g., Fringe Benefits, Indirect Cost, and Profit): Round to a maximum of two decimal places of a percent (e.g., 25.12%). You can round to less if desired, such as one decimal place (e.g., 25.1%), or zero decimal places (e.g., 25%).
 - For all quantity values (e.g., # of hours, # of months, and # of units): Round to a maximum of two decimal places (e.g., 50.12). You can round to less if desired, such as one decimal place (e.g., 50.1), or zero decimal places (e.g., 50).
- **Budget values:**
 - For entered and totaled (via calculation) CEC and Match share budget values: Round to the dollar (\$1).
 - For all calculated currency values (e.g., rate x hours, rate x months, base amount, and rate x base amount): Round to the dollar (\$1).
- **Invoice values:**
 - For entered and totaled (via calculation) CEC and Match share expense invoice values: Round to the cent (\$0.01).
 - For all calculated currency values (e.g., rate x hours, rate x months, base amount, and rate x base amount): Round to the cent (\$0.01).
 - **SPECIAL CIRCUMSTANCE for calculated currency values:** **ONLY** if a calculated value (e.g., rate x hours = actual labor expense) does **NOT** equal the actual expense, because of the decimal place rules provided for rates and quantity values listed above, it is acceptable to use as many decimal places as necessary for rates and quantity values listed above to ensure that the calculated value **DOES** equal the actual expense.

Invoice Supporting Documentation Requirements, per Budget Category:

The list below contains the supporting documentation that is required to be submitted with an invoice. **IMPORTANT:** The recipient and subrecipients must still retain supporting documentation for all project expenses in case of an audit ("supporting documents" are also known as "backup documents").

- **Direct Labor** – No supporting documentation required with invoice.
- **Fringe Benefits** – No supporting documentation required with invoice.
- **Travel** - Receipts are required only for: Lodging, Airfare, Rental car (including gasoline expenses), Bus/train. Travel Form required for all travel included on an invoice
- **Equipment** – 1) For equipment that is equal to or greater than \$100,000 per line item total (including both CEC and Match Funds), documentation showing the payment terms must be provided to the CAM. 2) CAM must be able to verify equipment purchases for: 1) equipment with a per line item incurred cost of \$500,000 or greater; or 2) a single equipment vendor with \$500,000 or more in equipment incurred costs. See Invoice Review Checklist for methods to verify.
- **Materials & Miscellaneous** – Receipt required for any line item total that is \$5,000 or more.
- **Subrecipients & Vendors** – Major subrecipients (Budget of \$100k or more) follow the same budget requirements as the Recipient when submitting an invoice. For Minor subrecipients and Vendors, subrecipient or vendor invoice required. The subrecipient (major) should not include retention on their invoice template, so that retention will not be double counted. Doing this puts the responsibility on the recipient to determine how much retention to retain, if any, from their subrecipients based on their contractual agreements with their subrecipients and the CEC.
- **Indirect Costs & Profit** – No supporting documentation required with invoice.

Adding Rows: If additional rows are needed within a section, unhide the hidden rows (i.e., select the row directly above and below the hidden rows, then right-click the selection and select "Unhide"). Hide any unused rows. **DO NOT USE THE LAST TWO ROWS THAT ARE MARKED "CEC USE ONLY".** If all but the last 2 rows are used, and more rows are required, please contact the ECAMS Support team (ECAMS.Support@energy.ca.gov).

FOR ECAMS SUPPORT TEAM ONLY: ADDING ROWS:

To add additional rows and maintain the formulas within the totals, (1) unprotect the sheet, (2) copy the second to the last row in the section, (3) insert the copied row just above the last row, (4) repeat steps 2 - 3 as required, (5) correct formatting and REFERENCE IDs as required, (6) delete "CEC USE ONLY" from all but the last two rows in the section, and (7) re-protect the sheet.

Updating Modification Date on Budgets:

After making modifications to a budget file, update the modification date as described below.

- **Budget Worksheet file** – Update the "Date of Last Budget Worksheet Modification" to the date the modifications were completed. Update the "Date of Last Budget Worksheet Modification" in cell D1 of the "Category Budget" tab—this updates the rest of the tabs in the template.
- **Agreement Budget file** – Update the "Date of Last Approved Agreement Budget Modification" to the date the modifications were approved. Update the "Date of Last Approved Agreement Budget Modification" in cell D1 of the "Category Budget" tab—this updates the rest of the tabs in the template.

FOR ECAMS SUPPORT TEAM ONLY: UPDATING "TEMPLATE VERSION" DATE:

After making modifications to a budget or invoice template, update the "Template Version" date to the date the modifications were completed. For the budget templates, update the "Template Version" date in cell A1 of the "Category Budget" tab—this updates the rest of the tabs in the template. For the invoice templates, update the "Template Version" date in cell A1 of the "Invoice Payment Cover Sheet" tab—this updates the rest of the tabs in the template.

ECAMS Support: For support on how to complete this template, please visit the ECAMS Resources web page. The link to this web page is provided in the cell below:

<https://www.energy.ca.gov/funding-opportunities/funding-resources/ecams-resources>

April 10, 2025

Page 1 of 10
Exhibit B - Agreement Budget
Instructions

ARV-24-016
County of San Mateo

EXHIBIT B

Template Version 6/5/2023

Date of Last Approved Agreement Budget Modification: mm/dd/yyyy

AGREEMENT BUDGET

Category Budget

| Agreement Number | ARV-24-016 | | |
|---|---------------------|--------------|--------------|
| Name of Organization | County of San Mateo | | |
| Recipient | | | |
| None | | | |
| Cost Category | CEC Share | Match Share | Total |
| Direct Labor | \$ 426,761 | \$ - | \$ 426,761 |
| Fringe Benefits | \$ - | \$ - | \$ - |
| Total Labor | \$ 426,761 | \$ - | \$ 426,761 |
| Travel | \$ - | \$ - | \$ - |
| Equipment | \$ 1,528,000 | \$ - | \$ 1,528,000 |
| Materials/Miscellaneous | \$ - | \$ 440,250 | \$ 440,250 |
| Subrecipients/Vendors | \$ 1,670,239 | \$ 1,532,000 | \$ 3,202,239 |
| Total Other Direct Costs | \$ 3,198,239 | \$ 1,972,250 | \$ 5,170,489 |
| Indirect Costs | \$ - | \$ - | \$ - |
| Profit (not allowed for grant recipients) | \$ - | \$ - | \$ - |
| Total Indirect and Profit | \$ - | \$ - | \$ - |
| Grand Totals | \$ 3,625,000 | \$ 1,972,250 | \$ 5,597,250 |
| Total CEC Reimbursable Funds Spent in California or Paid to California-Based Entities (if applicable) | \$ 3,588,750 | | |
| Percentage of CEC Reimbursable Funds Spent in California or Paid to California-Based Entities | 99.00% | | |

EXHIBIT B

Template Version 6/5/2023

Date of Last Approved Agreement Budget Modification: mm/dd/yyyy

AGREEMENT BUDGET

Direct Labor (Unloaded)

ARV-24-016: County of San Mateo

| | CEC Share | Match Share | Total |
|--------------|--------------|----------------|------------|
| Grand Totals | \$ 426,761 | \$ - | \$ 426,761 |

EXHIBIT B

Template Version 6/5/2023

Date of Last Approved Agreement Budget Modification: mm/dd/yyyy

AGREEMENT BUDGET

Fringe Benefits

ARV-24-016: County of San Mateo

| | CEC Share | Match Share | Total |
|--------------|--------------|----------------|-------|
| Grand Totals | \$ - | \$ - | \$ - |

EXHIBIT B

Template Version 6/5/2023

Date of Last Approved Agreement Budget Modification: mm/dd/yyyy

AGREEMENT BUDGET

Travel

ARV-24-016: County of San Mateo

| | CEC Share | Match Share | Total |
|--------------|--------------|----------------|-------|
| Grand Totals | \$ - | \$ - | \$ - |

EXHIBIT B

Template Version 6/5/2023

Date of Last Approved Agreement Budget Modification: mm/dd/yyyy

AGREEMENT BUDGET

Equipment

ARV-24-016: County of San Mateo

| Reference ID | Task # | Seller of item(s) | Description | Purpose | # of Units | Unit Cost | Total: # of Units x Unit Cost | CEC Share | Match Share | Total | Line Item Revised Since Last Approved Budget? | Revision Notes |
|--------------|------------------|-------------------|----------------------------------|------------------|------------|--------------|-------------------------------|--------------|-------------|--------------|---|----------------|
| E-1 | 9, 11,13, 15, 17 | Vendor | L2 charger head (cost per port) | charger hardware | 130.00 | \$ 5,600.00 | \$ 728,000 | \$ 728,000 | \$ - | \$ 728,000 | No | |
| E-2 | 9, 11,13, 15, 17 | Vendor | DCF charger head (cost per port) | charger hardware | 20.00 | \$ 40,000.00 | \$ 800,000 | \$ 800,000 | \$ - | \$ 800,000 | No | |
| E-3 | | | | | 0.00 | \$ - | \$ - | \$ - | \$ - | \$ - | Select Yes or No | |
| E-4 | | | | | 0.00 | \$ - | \$ - | \$ - | \$ - | \$ - | Select Yes or No | |
| E-5 | | | | | 0.00 | \$ - | \$ - | \$ - | \$ - | \$ - | Select Yes or No | |
| E-6 | | | | | 0.00 | \$ - | \$ - | \$ - | \$ - | \$ - | Select Yes or No | |
| E-7 | | | | | 0.00 | \$ - | \$ - | \$ - | \$ - | \$ - | Select Yes or No | |
| E-8 | | | | | 0.00 | \$ - | \$ - | \$ - | \$ - | \$ - | Select Yes or No | |
| E-9 | | | | | 0.00 | \$ - | \$ - | \$ - | \$ - | \$ - | Select Yes or No | |
| E-10 | | | | | 0.00 | \$ - | \$ - | \$ - | \$ - | \$ - | Select Yes or No | |
| E-11 | | | | | 0.00 | \$ - | \$ - | \$ - | \$ - | \$ - | Select Yes or No | |
| Grand Totals | | | | | | | | \$ 1,528,000 | \$ - | \$ 1,528,000 | | |

EXHIBIT B

Template Version 6/5/2023

Date of Last Approved Agreement Budget Modification: mm/dd/yyyy

AGREEMENT BUDGET

Materials & Miscellaneous

ARV-24-016: County of San Mateo

| | CEC Share | Match Share | Total |
|--------------|--------------|----------------|------------|
| Grand Totals | \$ - | \$ 440,250 | \$ 440,250 |

EXHIBIT B

Template Version 6/5/2023

Date of Last Approved Agreement Budget Modification: mm/dd/yyyy

AGREEMENT BUDGET

Subrecipients & Vendors

ARV-24-016: County of San Mateo

| Subrecipients | | | | | | | | | | |
|---------------------|--------|---|--|---------|---|--------------|----------------|-------|--|----------------|
| Reference ID | Task # | Subrecipient (Please Use Legal Name) | Entity Number (CA Secretary of State) | Purpose | CA Business Certifications DVBE/ SB/MB/None | CEC Share | Match Share | Total | Line Item Revised Since Last Approved Budget? | Revision Notes |
| S-1 | | | | | None | \$ - | \$ - | \$ - | Select Yes or No | |
| S-2 | | | | | None | \$ - | \$ - | \$ - | Select Yes or No | |
| S-3 | | | | | None | \$ - | \$ - | \$ - | Select Yes or No | |
| Subrecipient Totals | | | | | | \$ - | \$ - | \$ - | | |

| Vendors | | | | | | | | | | |
|---------------|-------------------|---|--|---------------------------------|---|--------------|----------------|--------------|--|----------------|
| Reference ID | Task # | Vendor (Please Use Legal Name) | Entity Number (CA Secretary of State) | Purpose | CA Business Certifications DVBE/ SB/MB/None | CEC Share | Match Share | Total | Line Item Revised Since Last Approved Budget? | Revision Notes |
| V-1 | 3 | Vendor to be selected through County on-call contractor process | | Design and engineering | None | | \$ 515,700 | \$ 515,700 | No | |
| V-2 | 9, 11, 13, 15, 17 | Vendor to be selected through RFP | | Construction labor and services | None | \$ 1,670,239 | \$ 1,016,300 | \$ 2,686,539 | No | |
| V-3 | | | | | None | \$ - | \$ - | \$ - | Select Yes or No | |
| Vendor Totals | | | | | | \$ 1,670,239 | \$ 1,532,000 | \$ 3,202,239 | | |

| Subrecipients & Vendors Grand Totals | | | |
|--------------------------------------|--------------|----------------|--------------|
| | CEC Share | Match Share | Total |
| Grand Totals | \$ 1,670,239 | \$ 1,532,000 | \$ 3,202,239 |

EXHIBIT B

Template Version 6/5/2023

Date of Last Approved Agreement Budget Modification: mm/dd/yyyy

AGREEMENT BUDGET

Indirect Costs and Profit

ARV-24-016: County of San Mateo

Select an Indirect Cost Rate Option

| Indirect Cost(s) | | | |
|-----------------------------|-----------|-------------|-------|
| | CEC Share | Match Share | Total |
| Indirect Costs Grand Totals | \$ - | \$ - | \$ - |

| Profit | | | |
|---------------------|-----------|-------------|-------|
| | CEC Share | Match Share | Total |
| Profit Grand Totals | \$ - | \$ - | \$ - |

EXHIBIT B

Template Version 6/5/2023

Date of Last Approved Agreement Budget Modification: mm/dd/yyyy

AGREEMENT BUDGET

Budget Updates after Agreement Execution

ARV-24-016: County of San Mateo

| Change # | Date Approved | Budget Categories | All values should be rounded to the dollar (\$1) | | | | | | Brief Description of and Justification for Change | Total Amount of CEC Funds Moving Between Categories | Cumulative CEC Total <i>(will reset after DD review)</i> | Has this budget been approved by the Division Director (DD)?** |
|----------|---------------|---|--|--------------------------------------|---|---|--------------------------------------|---|---|---|---|--|
| | | | CEC Share Funds | | | Match Share Funds | | | | | | |
| | | | FROM <i>(Approved Budget Totals)</i> | TO <i>(Revised Budget Totals)</i> | Amount of CEC Funds Moving Between Categories | FROM <i>(Approved Budget Totals)</i> | TO <i>(Revised Budget Totals)</i> | Amount of Match Funds Moving Between Categories | | | | |
| 1 | | Direct Labor | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$0 | \$0 | Select Yes or No |
| | | Fringe Benefits | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Travel | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Materials/Misc. | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Subrecipients/Vendors | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Indirect Cost | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Profit <i>(not allowed for grant recipients)</i> | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Totals | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Reallocation Decrease Subtotal | | | \$ - | | | \$ - | | | | |
| | | Reallocation Increase Subtotal | | | \$ - | | | \$ - | | | | |
| | | Total Budget Reallocation Between Budget Categories | | | \$ - | | | \$ - | | | | |
| 2 | | Direct Labor | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$0 | \$0 | Select Yes or No |
| | | Fringe Benefits | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Travel | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Materials/Misc. | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Subrecipients/Vendors | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Indirect Cost | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Profit <i>(not allowed for grant recipients)</i> | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Totals | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Reallocation Decrease Subtotal | | | \$ - | | | \$ - | | | | |
| | | Reallocation Increase Subtotal | | | \$ - | | | \$ - | | | | |
| | | Total Budget Reallocation Between Budget Categories | | | \$ - | | | \$ - | | | | |
| 3 | | Direct Labor | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | \$0 | \$0 | Select Yes or No |
| | | Fringe Benefits | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Travel | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Equipment | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Materials/Misc. | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Subrecipients/Vendors | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Indirect Cost | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Profit <i>(not allowed for grant recipients)</i> | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Totals | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | Reallocation Decrease Subtotal | | | \$ - | | | \$ - | | | | |
| | | Reallocation Increase Subtotal | | | \$ - | | | \$ - | | | | |
| | | Total Budget Reallocation Between Budget Categories | | | \$ - | | | \$ - | | | | |

EXHIBIT C

CLEAN TRANSPORTATION PROGRAM TERMS AND CONDITIONS

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EXHIBIT C - APPENDIX 1
STREAMLINING GRANT TERMS AND CONDITIONS

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TERMS AND CONDITIONS

1. Grant Agreement

This project is being funded with a grant from the California Energy Commission's (Energy Commission) Clean Transportation Program.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Energy Commission may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the Energy Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the Energy Commission and the Recipient. Project means Recipient's specific project that is funded in whole or in part by this Agreement. The Recipient's project may coincide with or extend outside the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The Energy Commission cannot authorize any payments until all parties sign this Agreement.

2. Documents Incorporated by Reference

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsection (f). Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Solicitation Documents (if award is made through a competitive solicitation)

- a. The funding solicitation under which this Agreement was awarded
- b. The Recipient's proposal submitted in response to the solicitation

Federal Cost Principles (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

- c. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (applicable to commercial organizations)

- d. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- e. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- f. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. Funding Limitations

Any federal, State, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

4. Due Diligence

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Energy Commission Agreement Manager (CAM) will periodically evaluate the Schedule of Products and Due Dates for completion of the Statement of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the Energy Commission's remedies, be terminated.

5. Products

Products are defined as any tangible item specified in the Statement of Work. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the CAM for review and comment. The Recipient will submit an original and two copies of the final version of all products to the CAM.

6. Reports

- a. Progress Reports

The Recipient shall submit progress reports to the CAM as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:

Work Statement: This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each, including a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

Financial Status: This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

Additional Information: Additional information may be required in the progress reports as specified in the Work Statement or Special Conditions.

b. Final Reports

A draft final report shall be submitted to the CAM in accordance with the currently approved Schedule of Products and Due Dates. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the grant Recipient to maintain or further develop the project.
- A consolidated list of subcontractors funded in whole or in part by the grant Recipient. Include the name, address, concise statement of work done, period, and value of each.
- Additional information as specified in this Agreement or as directed by the CAM.

The CAM will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the CAM.

c. Electric Vehicle Charger Inventory Report

The Recipient shall submit Electric Vehicle Charger Inventory Reports as indicated in the Special Conditions or Work Statement.

If the Recipient is a charging network provider, each Electric Vehicle Charger Inventory Report shall include counts of all the chargers in the electric vehicle charging network in California. If the Recipient is not a

charging network provider, each electric vehicle charger inventory report shall include all the chargers the Recipient operates in California.

“Charging network provider” is defined as the entity that operates the digital communication network that remotely manages one or more chargers. Charging network providers may also serve as charging station operators and/or manufacture chargers.

Submission of a report in compliance with a regulation promulgated by the CEC that contains substantially similar reporting requirements shall be considered to satisfy this requirement.

d. **Rights in Reports**

The Energy Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Energy Commission.

e. **Failure to Comply with Reporting Requirements**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

7. Publications - Legal Statement on Reports and Products

The Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Energy Commission, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

8. Changes to the Agreement

a. **Procedure for Requesting Changes**

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;
- A brief summary of the reason(s) for the change;
- Justification for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's termination rights in Section 13 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a Commission business meeting or by the Executive Director (or his/her designee).

The CAM or Commission Agreement Officer will provide the Recipient with guidance regarding the level of Commission approval required for a proposed change.

c. Personnel or Subcontractor Changes

All changes below require advance written approval by the CAM, in addition to the appropriate level of Commission approval as described in subsection (b).

1) Replacement of Key Personnel, Subcontractors, and Vendors

The CAM must provide advance written approval of the replacement of personnel, subcontractors, and vendors who are identified in the Agreement and are critical to the outcome of the project, such as the Project Manager.

2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Exhibit B, the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the CAM for approval. The proposed rate may not exceed the maximum rate identified for the job classification. Neither the Recipient nor any subcontractor may use the job classifications or rates of their subcontractors for personnel.

If the individual performs any work prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the work.

3) Promotion of Existing Personnel (Applies to Recipients and major subcontractors)

Promotion of existing Recipient and major subcontractor personnel to rates higher than those listed for their current classification in Exhibit B will not be approved. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

- 4) Addition of job classifications and changes in hours.
- 5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Exhibit B.

9. Contracting and Procurement Procedures

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

Subcontracts must be submitted to the CAM for review, if requested. For subcontracts that are listed as "to be determined" in the Budget, the Recipient must submit a revised Budget to the CAM, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor. In addition, Recipient must have a fully executed subcontract before the subcontractor can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The Energy Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement, and language conforming to the "Termination" provision related to Executive Order N-6-22 – Russia Sanctions.
- Language conforming to the "Nondiscrimination" provision in this Agreement.

- The Standard of Performance provisions specified in this Agreement.
- Retention of Records provisions specified in this Agreement.
- Audits provisions specified in this Agreement.
- Language conforming to the “Indemnification” provision in this Agreement.
- Language conforming to the “Receipt of Confidential Information and Personal Information” provision in this Agreement.
- Public Work -- Payment of Prevailing Wages Generally Required by Law provisions in this Agreement.
- Assembly Bill 841 (2020) provision specified in this Agreement.

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the Energy Commission with UC for their subcontracts. Recipients who are subcontracting with the Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Without limiting any of the Commission’s other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

10. Bonding and Insurance

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

11. Permits and Clearances

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

12. Equipment

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with Energy Commission funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.

Title to equipment acquired by the Recipient with grant funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

13. Termination

This project may be terminated for any reason set forth below.

a. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

The term “for cause” includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient’s inability to pay its debts as they become due and/or the Recipient’s default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

b. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

c. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. **“Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State**

determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide

Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

14. Stop Work

Energy Commission staff may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

- a. Compliance. Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from Energy Commission staff.

15. Travel and Per Diem

- a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the Energy Commission's Web Site at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.
- b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned.
- c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.
- d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and Commission Agreement Officer prior to travel departure. The Energy Commission will reimburse travel expenses from the Recipient's office location.
- e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure and destination cities. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from the Energy Commission.

16. Standard of Performance

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the Energy Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Energy Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- a. Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission;
- b. The Energy Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
- c. The Energy Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (a) and (b) above. In the event the Energy Commission directs Recipient/subcontractor not to re-perform a task, the Energy Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

17. Payment of Funds

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed.

The Recipient can only bill for actual expenses incurred at the Recipient's actual rates not to exceed the rates specified in the Budget (e.g., direct labor rates, fringe benefit rates, and indirect rates). For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. Another example is if the maximum fringe benefit rate listed in the Budget is 20% but the Recipient's actual fringe benefit rate is only 15%, the Recipient can only bill at 15%. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

a. Payment Requests

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement. The final payment request must be received by either (1) the approved Agreement end term date, or (2) the date specified in the Special Terms and Conditions of this Agreement (if any), whichever is earlier.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

b. Documentation

All payment requests must be submitted using a completed Payment Request form. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Energy Commission and match share, including backup documentation for actual expenditures, such as time cards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient via a Dispute Notification Form (Std. 209) and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.

Additional certification required related to the payment of prevailing wages. Refer to section 26 of these terms and conditions for more information.

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

f. Fringe Benefits, Indirect Overhead, and General and Administrative (G&A),

Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.

- The cost pools used to develop the federal rates must be allocable to the Energy Commission Agreement, and the rates must be representative of the portion of costs benefiting the Energy Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Energy Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Energy Commission Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Energy Commission Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

g. Retention

It is the Energy Commission's policy to retain 10 percent of any payment request or 10 percent of the total Energy Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

h. State Controller's Office

Payments are made by the State Controller's Office.

18. Fiscal Accounting Requirements

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Energy Commission funds for each project funded by the Energy Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

c. Audits

Upon written request from the Energy Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Energy Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

d. Match Share Requirements

Match Share means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or third parties that will be used in performance of this Agreement.

The Recipient agrees to provide the Minimum Match Share Percentage of Total Allowable Project Costs, even if the Agreement is terminated early or otherwise ends before project completion. The Minimum Match Share Percentage is the Minimum Match Share Required (as specified on the CEC-146) divided by the Total of Reimbursable Amount and Minimum Match Share Required (as specified on the CEC-146). Total Allowable Project Costs is the sum of all actual, allowable costs incurred in performance of the Agreement and approved by the Energy Commission.

For example, if the CEC-146 specifies the following,

| |
|--|
| Reimbursable Amount \$200,000 |
| Minimum Match Share Required \$50,000 |
| Total of Reimbursable Amount and Minimum Match Share Required \$250,000 |
| Minimum Match Share Percentage of Total Allowable Project Costs 20% |

the Recipient agrees to be liable for a minimum of 20% (\$50,000 divided by \$250,000) of Total Allowable Project Costs. In this example and at the end of the agreement, if Total Allowable Project Costs is \$125,000, the Recipient shall have provided a minimum of \$25,000 (\$125,000 times 20%) as match share.

Without limiting any of the Energy Commission's other rights or remedies, the Recipient agrees that if it fails to provide the Minimum Match Share Percentage of Total Allowable Project Costs, and if requested by the Energy Commission, the Recipient shall repay an amount to ensure the Recipient provides, at a minimum, the Minimum Match Share Percentage of Total Allowable Project Costs.

For example, and building upon the previous example, if:

- A. Energy Commission funds disbursed = \$110,000
- B. Match Share Documented and Approved = \$15,000
- C. Total Allowable Project Costs = \$125,000 (Line A plus Line B)
- D. Minimum Match Share Percentage of Total Allowable Project Costs = 20%
- E. Minimum Match Share Amount Required = \$25,000 (Line C multiplied by Line D)

the Energy Commission may request, and the Recipient would be required to repay upon such request, \$10,000 (Line E minus Line B) to the Energy Commission.

The maximum amount to be reimbursed by the Energy Commission under this Agreement is the Reimbursable Amount specified on the CEC-146. The Energy Commission award amount is fixed and will not be augmented. If actual Total Allowable Project Costs exceed estimated Total Allowable Project Costs, the Recipient is responsible for those additional costs.

The Recipient must maintain accounting records detailing the expenditure of the Match Share and provide documentation of expenditures as described in this Agreement (e.g., under this Exhibit C "Payment of Funds" and "Fiscal Accounting Requirements").

In the event of any conflict or inconsistency between the Minimum Match Share Required specified on the CEC-146 and the Match Share specified on other Exhibits to this Agreement, the Minimum Match Share Required specified on the CEC-146 shall control.

19. Indemnification

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

20. Workers' Compensation Insurance

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.
- b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

21. General Provisions

- a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

- b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission.

- c. Assignment

Without the written consent of the Energy Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

- d. Timeliness

Time is of the essence in this Agreement.

- e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Energy Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

(1) Recipient shall promptly notify the Energy Commission of the occurrence of each of the following:

- (a) A change of address.
- (b) A change in the business name or ownership.
- (c) The existence of any litigation or other legal proceeding affecting the project.
- (d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
- (e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Energy Commission's rights.

(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Energy Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Energy Commission is not satisfied that the new entity can perform as the original Recipient, the Energy Commission may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"
- "Equipment"
- "Change in Business"
- "Termination"

- “Audit”
- “Indemnification”
- “Fiscal Accounting Requirements”
- “Receipt of Confidential Information and Personal Information”

22. Certifications and Compliance

a. Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).
- (2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement;
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Energy Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- e. Americans with Disabilities Act
- By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

23. Site Visits

The Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

24. Confidential Recipient Information

a. Identification of Confidential Recipient Information

For the purposes of this Section, “Confidential Recipient Information” refers to information belonging to the Recipient that the Recipient has satisfactorily identified as confidential and the Energy Commission has agreed to designate as confidential under Title 20 California Code of Regulations Section 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in an Attachment to this Exhibit.

b. Confidential Deliverables: Labeling and Submitting Confidential Recipient Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Recipient Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as “Confidential” on each page of the document containing the Confidential Recipient Information and presented in a sealed package to the Commission Agreement Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Recipient Information will be contained in the “confidential” volume: no Confidential Recipient Information will be in the “public” volume.

- c. Submittal of Unanticipated Confidential Recipient Information as a Deliverable
The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may obtain or develop additional data or information not originally identified as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in an Attachment to this Exhibit.
- d. Disclosure of Confidential Recipient Information
Disclosure of Confidential Recipient Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

25. Receipt of Confidential Information and Personal Information

- a. For the purposes of this Section, "confidential information" refers to information the Energy Commission has designated as confidential pursuant to Title 20 CCR Section 2505 et seq., information the Energy Commission has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws.
- b. For the purposes of this Section, "personal information" refers to information that meets the definition of "personal information" in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). **Personal information is a type of confidential information and is therefore subject to all requirements for confidential information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information.**
- c. For the purposes of this Section, "special terms for confidential information" refers to the Energy Commission's special terms and conditions for the receipt of confidential information and personal information. The Energy Commission's special terms for confidential information include, but are not limited to, having in place an Information Security Program Plan and obtaining nondisclosure agreements from all individuals who will be provided access to confidential information or personal information.
- d. If the Recipient will receive confidential information or personal information from the Energy Commission or a third-party for the performance of this Agreement, the Recipient must first agree to and comply with the Energy Commission's special terms for confidential information.

- e. If any other individual or entity participating in any way with this Agreement, including but not limited to subcontractors, subawardees, vendors, and other project partners, will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, that individual or entity must first agree to and comply with the CEC's special terms for confidential information. The Recipient must flow-down the CEC's special terms for confidential information into each subcontract, subaward, vendor agreement, or other project partner agreement that will be provided access to confidential information or personal information before the individual or entity has access to any such information. Recipient must also require all individuals and entities to flow-down this Section to any lower tier subcontractors, subawardees, vendors, project partners, and other individual or entity participating in any way with this Agreement that will be provided access to Confidential Information or Personal Information before the individual or entity has access to any such information.
- f. If this Agreement does not include the Energy Commission's special terms for confidential information and the Energy Commission determines the Recipient or any other individual or entity participating in any way with this Agreement will receive confidential information or personal information from the Energy Commission or a third-party for the performance of this Agreement, the Energy Commission reserves the option to amend this Agreement to add its special terms for confidential information.
- g. Except as provided in Title 20 CCR Sections 2506, 2507, and 2508, and the Energy Commission's special terms for confidential information, Recipient or any other individual or entity participating in any way with this Agreement may not disclose any information provided to it by the Energy Commission or a third party for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation.

26. Budget Contingency Clause

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

27. Public Works -- Payment of Prevailing Wages

Generally Required by Law

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Recipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that:

- (i) prevailing wages are paid; and
- (ii) the project budget for labor reflects these prevailing wage requirements; and
- (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the Energy Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

Indemnification and Breach. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the Energy Commission's performance of this Agreement at the Energy Commission's option, and shall be at Recipient's sole risk. In such a case, Energy Commission may refuse payment to Recipient of any amount under this Agreement and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

Certification. Recipient shall certify to the Energy Commission on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this Agreement, and Energy Commission shall be relieved of any obligation to pay said funds.

28. Intellectual Property

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

29. Commission Remedies for Recipient's Non-Compliance

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

30. Assembly Bill 841 (2020)

By signing this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. As a policy matter, the CEC is applying the EVITP certification requirements to project work funded under this Agreement, regardless of whether it might be performed prior to January 1, 2022, unless an exception applies.

Therefore, applying PUC 740.20 EVITP requirements to this Agreement means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an

EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

- (1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- (2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
- (3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

EXHIBIT C- APPENDIX 1 STREAMLINING GRANT TERMS AND CONDITIONS

The California Energy Commission (CEC) has undergone a significant effort to improve its grant agreements across its programs. Until the CEC is able to revise all of its standard terms and conditions templates to implement these improvements, the CEC is adding this Exhibit C Appendix to new grant agreements. The CEC acknowledges that terms in this Appendix will conflict with some of the terms and other requirements in the grant agreement. Accordingly, where there is a conflict, the CEC and Recipient agree that this Appendix controls. Outside of the changes made by this Appendix, all other grant terms and requirements remain unchanged.

Acronyms and Terms Used in this Document and Their Meaning

| Acronym/ Term | Meaning |
|---------------------------------------|---|
| Agreement | The grant agreement executed between the CEC and the Recipient. |
| Budget Categories | Means the following categories in Exhibit B, Budget: Direct Labor, Fringe Benefits, Travel, Equipment, Materials and Miscellaneous, Subrecipients and Vendors (formerly Subcontractors), and Indirect Costs and Profit. |
| CAM | Commission Agreement Manager |
| CEC | California Energy Commission |
| Existing Terms | The terms that might be found in any of the CEC grant agreements in any of its programs, including the terms for this Agreement. |
| Incurred Costs | An expense for which the Recipient has become liable (legally obligated) to pay. |
| MTDC | Modified Total Direct Costs, which means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, rental costs, tuition remission, scholarships and fellowships, and the portion of each subaward in excess of \$25,000. |
| Paid Costs | An expense for which the Recipient has already made payment. |
| Recipient | The entity that executed this Agreement with the CEC. |
| Subaward | For the Recipient, a Subaward means all agreements it has with Subrecipients and Vendors. For a Subrecipient, a Subaward means all agreements it has with Sub-Subrecipients and Vendors. For any lower-tiered level of Sub-Subrecipient, a Subaward means all agreements it has with its own Sub-Subrecipients and Vendors. |
| Subrecipient (formerly Subcontractor) | A person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the grant's activities. A Subrecipient's role involves discretion over grant activities and is not merely just selling goods or services. |

| Acronym/ Term | Meaning |
|--------------------------|--|
| Sub-Subrecipient | Has the same meaning as a Subrecipient except that it receives grant funds from a Subrecipient or any lower tier level of a Sub-Subrecipient. |
| Vendor | A person or entity that sells goods or services to the Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient, in exchange for some of the grant funds, and does not make decisions about how to perform the grant's activities. The Vendor's role is ministerial and does not involve discretion over grant activities. |
| These Terms | The terms in this document titled "Streamlining Grant Terms and Conditions." |

1. Decoupling Products from Invoices

Existing Terms typically require grant recipients to submit products with invoices. This is no longer required. Recipients can separately submit products and invoices.

2. Quarterly Instead of Monthly Reports

Most grants include within their scopes of work an administrative task requiring grant recipients to submit monthly progress reports, often concurrent with submission of an invoice. This is no longer required. Instead, Recipients will now submit progress reports quarterly instead of monthly. Unless a different arrangement is discussed with and approved by the Commission Agreement Manager (CAM) in writing, which can be done without amending these terms (e.g., as simple as an email from the CAM), quarterly means by the tenth day of each January, April, July, and October.

3. New Requirement for Monthly Calls with the CAM

Instead of monthly progress reports currently required under Task 1, Recipients shall participate in brief phone calls that will occur at least monthly and which will be initiated by the CAM to briefly discuss project progress and identify any emerging issues. Monthly calls might not be held on those months when a quarterly progress report is submitted or the CAM determines that a monthly call is unnecessary.

4. Amendments and Other Changes

Existing Terms typically require a written amendment signed by both the CEC and Recipient for any change to the grant agreement. In contrast, These Terms allow certain changes, as described in this document, to be made to this Agreement without a formal amendment.

A. Budget Reallocations

No CEC approval is needed for a Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient to move funds **within** each of the following Budget Categories listed in the Exhibit B: Direct Labor, Fringe Benefits, Travel, Equipment, Materials and Miscellaneous, Subrecipients, and Indirect Costs. (However, please note that per section 4.B. below, any new M&M, Equipment, Subrecipient or Vendor not listed in the budget does need to be approved prior to reimbursement.) If the Recipient wants to move funds between Budget Categories or submits an invoice that if paid would exceed a Budget Category, the Recipient has at least the following choices:

1. Request an amendment from the CEC. The CEC will not pay the invoice if and until an amendment is approved, except possibly for the final invoice per section 4.A.3 below. In its sole discretion, the CEC might pay the portion of the invoice that does not involve the amount that goes beyond the Budget Category.
2. Retract the invoice and resubmit a corrected one that keeps within Budget Categories. The Recipient can treat the amount paid beyond the Budget Category as match funds if the expenditure meets all of the applicable Agreement requirements for match funds.
3. If there is a Budget Category overage on the final invoice, the Recipient can discuss with the CAM if the invoice can be approved without needing the amendment in section 4.A.1 above. The CAM will require a written justification for the budget category overage to determine if the invoice can be approved.

This new flexibility does NOT mean the Recipient can exceed the overall Agreement amount.

Because Existing Terms may define “Budget Reallocation” to mean the movement of funds between tasks and possibly in other ways than moving funds between Budget Categories, such definitions are considered deleted and superseded by These Terms.

B. New Items under Materials and Miscellaneous, and Equipment

The CAM must approve in writing of any new materials and miscellaneous expenses of \$5,000 or more or new equipment the Recipient plans to purchase and be reimbursed under this Agreement that is not already listed in Exhibit B, Budget. To accomplish this, the Recipient can submit either prior to invoicing or with its invoice a completed form titled "[NEW EQUIPMENT/M&M FORM](#)" which includes a description of the item and a brief explanation of the need for the item. The CAM will approve items that he or she determines to be necessary to the Agreement and do not exceed budgeted amounts for each Budget Category unless Recipient follows the processes in section 4.A. “Budget Reallocation” directly above.

Any restrictions in the solicitation or elsewhere in the Agreement still apply to the specific items under Materials and Miscellaneous, and Equipment that can be purchased using CEC Funds or Match Share Funds. The restrictions still apply even though the CAM does not have to approve new materials and miscellaneous expenses under \$5,000.

C. An Amendment is No Longer Needed to Replace “Key Personnel.”

Existing Terms typically require Recipients and their Subrecipients to obtain advance written approval, sometimes through a formal written amendment, before the Recipient added or replaced key or other personnel, or added or removed job classifications. Now, except when replacing “key personnel” the Recipient and its Subrecipients and any lower-tiered level of Sub-Subrecipient, can make change related to their respective personnel without written approval. Although changes to “key personnel” do require written approval, that approval can be requested and granted simply through an e-mail communication or other form of written communication.

These Terms clarify that Recipients may be reimbursed for actual expenses incurred by new “key personnel” during the term of the Agreement, even if written approval comes after an individual begins work on the project. However, if the replacement is not approved, then the Energy Commission will not reimburse for any expenses charged for the individual. Accordingly, Recipients are strongly encouraged to obtain advance written approval for “key personnel” or risk not being reimbursed for their work.

Recipient must keep the CAM informed of personnel changes through monthly calls and quarterly progress reports. In addition to any other rights and remedies available to the CEC, the Energy Commission retains its authority to issue a Stop Work Order if it becomes clear that a Recipient or Subrecipient’s personnel, key or otherwise, are unable to fulfill their responsibilities under the Agreement.

Please note that the process in the Existing Terms for replacing Subrecipients and Vendors, and each tier lower of Sub-Subrecipients, may have changed. See section 7 below titled “Subrecipients and Vendors.”

D. Assignment of New Personnel to an Existing Job Classification

Existing Terms might require Recipients to submit a resume and other information to the CAM to approve before assigning new personnel to existing job classifications. The Existing Terms might also require an amendment, and that an amendment must be fully executed before new personnel can begin work on the agreement. This pre-approval is no longer required. Instead, Recipient will keep the CAM informed of personnel changes and provide any information requested by the CAM during monthly calls and/or quarterly progress reports. Please see section 5.A. below in the “Budgets and Payment of Funds” term for how direct labor rates will now be handled.

E. Promotion of Existing Personnel to an Existing Job Classification

Existing Terms might require grant recipients to execute an amendment or otherwise provide information to, and obtain approval from, the CAM before promoting existing personnel to existing job classifications. None of this is required any longer. Please see section 5.A. below in the “Budgets and Payment of Funds” term for how direct labor rates will now be handled.

5. Budgets and Payment of Funds

A. No More Capped Maximum Rates for Direct Labor and Fringe Benefits

Existing Terms typically state that rates in Exhibit B, Budget, for Direct Labor, Fringe Benefits, Indirect Costs, and Profit (for Subrecipients) are maximum rates and Recipients can invoice for actual expenses up to these capped, maximum rates.

Under These Terms, the rates in Exhibit B, Budget, for Direct Labor and Fringe Benefits are now treated as estimates and not capped rates. The Recipient can invoice at higher rates as long as it is only invoicing for actual expenditures it has made. However, the Recipient cannot invoice and be paid for more than the total amount in each Budget Category without an amendment (please see section 4.A. above in these terms), or for more than the total Agreement amount.

Please note this new flexibility only applies to rates for Direct Labor and Fringe Benefits. Except as otherwise provided in These Terms, restrictions on Indirect Costs and Profit in the Existing Terms still apply.

Please also note that rates listed in the budget are NOT “negotiated rates” that can be charged by a Recipient or Subrecipient – documentation must be made available upon request to show that the rates charged reflect actual costs incurred.

B. Options for Indirect Costs

Existing Terms typically allow grant recipients to invoice and receive reimbursement for actual Indirect Costs up to the maximum amount listed in Exhibit B, Budget. Indirect Costs are subject to audit, and recipients are required to provide backup documentation upon request proving the actual amount of their Indirect Costs. These Terms provide two additional options.

The following options may be available to any Recipient who has not yet invoiced for indirect costs at the time of this amendment. These options are not available to any Recipient that has opted not to claim indirect. A Recipient may not use these options to increase a current indirect rate on which the Recipient was scored in the application process. Once a Recipient has been reimbursed for indirect costs, they may not switch among options.

1. De Minimis Option

Under These Terms, the Recipient can elect to invoice and receive a de minimis amount at the set rate of 15% of the Modified Total of Direct Costs (MTDC) for Indirect Costs. This cannot be combined with any other Indirect Rate option.

MTDC is defined for purposes of These Terms as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, rental costs, tuition remission, scholarships and fellowships, and the portion of each subaward in excess of \$50,000. This is the same definition used in federal grants. Keeping this the same as the federal definition should make this easy for recipients with both federal and CEC grants that elect this option.

If the Recipient chooses this de minimis option for Indirect Costs, the Recipient will not have to provide backup documentation for the de minimis amount and will not be audited on it. However, the Existing Term requirements, including for backup documentation and audits, still apply to any Indirect Costs invoiced by the Recipient and reimbursed by the CEC not utilizing the de minimis amount.

2. Defense Contract Audit Agency (DCAA) or other Federally Approved Indirect Rate

An entity that has a federally approved indirect rate from DCAA or another Federal agency may use the approved indirect rate for Energy Commission grants. A copy of the Federal agency's letter must be provided.

This rate will typically shift annually, and this shift is generally acceptable. This is the only Indirect Cost option that is not strictly subject to the max rate cap that typically applies to Indirect Costs. If the federal rate decreases from year to year, that will be a cost savings under this budget category. If the federal rate increases from year to year, this will require a budget reallocation. If the Energy Commission, in its sole discretion, determines that a budget reallocation to accommodate an increased Indirect Rate would risk the ultimate success of the project, or is otherwise not in its best interest, the Energy Commission reserves the right to either propose a smaller increase that would not risk the ultimate success of the project, or refuse to increase the Indirect Rate. For any increase the Energy Commission will not reimburse from CEC Funds, the Recipient or Subrecipient may choose to charge the increase as Match Funds.

If the Recipient chooses this option for Indirect Costs, the Recipient will not be audited on this budget category. However, the Existing Term requirements, including for backup documentation and audits, still apply to any Indirect Costs invoiced by the Recipient and reimbursed by the CEC not utilizing this option.

C. Travel and Per Diem

1. Travel not listed in Exhibit B, Budget, can be added without an amendment via CAM approval. CAM approval can come in one of two forms: written authorization from the CAM prior to the Recipient taking the trip, or through the invoice review. Outside of a budget reallocation, additional travel requests are submitted using the CEC's [Travel Form](#). Recipient understands, however, that any travel taken that is not listed in Exhibit B, the Budget, or not pre-approved by the CAM in writing, is at the Recipient's own financial risk. The CAM might not approve the trip as part of invoice review. Please note that the Recipient cannot invoice and be paid for more than the total amount in the Travel Budget Category without an amendment (please see section 4.A. above in These Terms), or for more than the total Agreement amount.

2. Existing Terms explain what recipients can invoice for and be reimbursed for travel and per diem expenses. After this Agreement is amended to include These Terms, Recipients can instead invoice and be reimbursed using the rates listed on the ECAMS Resources webpage. Because the rates maintained on the ECAMS Resources webpage can change over time, the Recipient will be allowed to be reimbursed for the rates in place when the trip expenses become an Incurred Cost. The CEC shall notify the Recipient in writing by way of the Active Agreements listserve if the travel rates change. Please sign up for the Active Agreements listserve to stay informed of all updates.

3. Lodging

The Recipient can invoice at standard room rates. The CEC will not reimburse for luxury accommodations.

4. Airfare

The Recipient can invoice at coach rates on commercial carriers. The CEC will not pay for upgrades on flights.

5. Rental Car

The Recipient can invoice for vehicles appropriate for the purpose of the travel. The CEC will not reimburse expenses for luxury vehicles.

6. Bus/Train

The Recipient can invoice for standard coach rates. The CEC will not reimburse for upgrades.

7. Per Diem

Per diem is allowable for actual costs incurred up to the total daily maximum for the following combined expenses:

- Meals
- Incidentals (i.e. tips for hotel staff and taxi/ride share drivers)
- Parking
- Tolls
- Taxi/ride share

The CEC will not reimburse any expenses under this Agreement for alcoholic beverages. In addition, the daily per diem is for the individual expenses of those traveling and working on the Agreement only. It cannot be used to pay for expenses of others (e.g., it cannot be used to buy a meal for someone else).

D. Payment Request Format

Existing Terms may list specific items the Recipient must include in its invoices. These requirements in the Existing Terms is no longer required. Instead, the CAM will provide an invoice template, and any further modifications to it, that the Recipient shall use.

E. Rounding

Under These Terms, the only exception to the CEC paying actual expenses is rounding to the nearest cent. Recipient, Subrecipients, and each lower-tiered level of Sub-Subrecipients shall round invoiced amounts to the nearest cent (\$0.01) using standard rounding, which is rounding down for \$0.000 through \$0.004, and rounding up for \$0.005 through \$0.009. Rounding cannot be used to exceed the amount in any Budget Category (see section 4.A. above in These Terms) or exceed the total Agreement amount.

F. New Certification for Payment Requests

Existing Terms may require recipients to include and sign a certain certification in its payment requests. These Terms instead require the Recipient to include and sign the certification provided by the CAM in the Invoice Template. The CAM can change this certification without amending this Agreement.

G. The CEC No Longer Must Use a Specific Dispute Notification Form to Dispute Invoices

Existing Terms may require the CEC to use a Dispute Notification Form, Std. 209 Form, or other specific form when disputing invoices. These requirements no longer apply. Under These Terms, the CEC can now dispute an invoice in any manner it chooses as long as it is provided in writing to the Recipient.

6. Incurred Costs

Existing Terms may not allow recipients to be reimbursed for Incurred Costs. Accordingly, These Terms change that and allow the CEC to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

The Recipient shall pay ALL Incurred Costs for which it has invoiced the CEC within 14 calendar days of receiving payment under this Agreement for the Incurred Costs. For example, if the Recipient invoices the CEC and then receives payment on September 15 for an Incurred Cost of \$10,000, the Recipient shall pay the entire \$10,000 by September 29. This requirement is needed to prevent Recipient from creating long lead times for Incurred Costs (e.g., invoicing and receiving payment from the CEC but not paying for the Incurred Costs for weeks or months).

The Recipient shall only invoice the CEC for Incurred Costs the Recipient will pay within 14 calendar days of receiving payment. For example, assume the Recipient has an Incurred Cost for a piece of equipment that costs \$300,000 and will pay in three installments of \$100,000 each over three months. The Recipient shall only invoice the CEC for \$100,000 each month. The Recipient shall not invoice for the entire \$300,000 and retain the balance over the three months.

For any Incurred Costs for which the Recipient received funds from the CEC and does not pay within 14 calendar days, the Recipient shall on the very next business day after the 14 calendar days submit repayment of the unpaid amount back to the CEC. Repaid funds will be placed back into the Agreement and will be available to reimburse allowable costs in accordance with this Agreement. When making a repayment under this provision, the Recipient shall specify "Repayment of Unspent Funds under Agreement [insert agreement number]." Recipient shall remit the repayment to:

California Energy Commission
Accounting Office
715 P Street, MS-2
Sacramento, CA 95814

This repayment requirement of the Recipient is in addition to any other rights the CEC can enforce relative to this Agreement. Recipient agrees and acknowledges that time is of the essence in paying Incurred Costs and submitting repayments, and the CEC can treat the Recipient's breach of either requirement as a material breach. Recipient can contact the CAM for any questions about the logistics of making repayments.

7. Subrecipients and Vendors

Existing Terms typically only distinguish between the Recipient and any lower tier of subcontractors. But not all subcontractors are the same. Some are entrusted with significant responsibility to meet the Agreement's objectives, and others are merely suppliers of goods and services.

These Terms allow the Recipient with CAM written approval to divide subcontractors into Subrecipients and Vendors. If this distinction is not made between Subrecipients and Vendors, all entities currently deemed subcontractors will be treated as Subrecipients.

A Subrecipient is defined as a person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the grant's activities. A Subrecipient's role involves discretion over grant activities and is not merely just selling goods or services.

Characteristics which support the classification of the entity as a subrecipient include when the entity:

- (1) Has its performance measured in relation to whether objectives of a CEC program were met;
- (2) Has responsibility for programmatic decision-making;
- (3) Is responsible for adherence to applicable CEC program requirements specified in the CEC award agreement;
- (4) In accordance with its agreement, uses the CEC funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the recipient or subrecipient; or,
- (5) Provides match share funding contributions to the CEC-funded project.

A Sub-Subrecipient has the same meaning as a Subrecipient except that it receives grant funds from a Subrecipient. There can also be further levels below of Sub-Subrecipients.

A Vendor is defined as a person or entity that sells goods or services to the Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient, in exchange for some of the grant funds, and does not make decisions about how to perform the Agreement's activities. The Vendor's role is ministerial and does not involve discretion over Agreement activities. A vendor is an entity selected through a competitive process or is otherwise providing a product or service at a fair and reasonable price. Characteristics indicative of a procurement relationship between the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient and a Vendor are when the Vendor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;

- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the CEC program; and
- (5) may not be subject to compliance with all of the requirements of the CEC program as a result of the agreement, though similar requirements may apply for other reasons.

A. Subrecipient and Sub-Subrecipient Flow-Down Terms

For Recipient's agreements with Subrecipients, the Recipient shall follow any flow-down requirements in the Existing Terms for subcontractors, except the Recipient does not need to include the following terms if they are not applicable to a given Subrecipient:

1. The Legal Statements on Products term does not have to be included if the Subrecipient will not generate any Products.
2. The Travel and Per Diem term does not have to be included if the Subrecipient will not be reimbursed for travel with CEC funds.
3. The Equipment term does not have to be included if the Subrecipient will not be reimbursed for equipment with CEC funds.
4. The Confidential Recipient Information term does not have to be included if the Subrecipient will not have access to or generate Confidential Receipt Information as defined in Section 24.

B. Vendor Requirements

The flow-down requirements in the Existing Terms either come from the CEC or the law. Recipient does not have to include any CEC-created requirements in agreements with its Vendors unless it is necessary for the Recipient to meet its obligations to the CEC under the Agreement. But the Recipient is still required to make sure the Vendor complies with all applicable laws. For example, the Recipient still must ensure any Vendor complies with applicable Public Work Requirements, including the payment of prevailing wage, and also with the Nondiscrimination clause. These are requirements under the law.

The Recipient does not have to include in its Vendor agreements CEC-created terms, such as Equipment, Confidential Recipient Information, Travel and Per Diem, Retention of Records, and Audits, if the Recipient does not need them to fulfill its obligations to the CEC. An example where the Recipient might need to include a CEC-created term in a Vendor agreement is intellectual property. The Recipient must ensure the CEC has the intellectual property rights required under this Agreement. If a Vendor creates intellectual property that the Recipient provides to the CEC as part of the Agreement, the Recipient shall ensure its Vendor agreement secures the appropriate rights. Another example is the receipt of confidential information of personal information. If a vendor will

have access to confidential information of personal information provided by the Energy Commission or a third-party for the performance of this Agreement, the Recipient must ensure its agreement with the vendor includes the Energy Commission's special terms and conditions for the receipt of confidential information and personal information before the vendor has access to any such information.

C. Replacing Subrecipients or Vendors

Under These Terms, all changes to Subrecipients and Vendors require advance written approval by at least the Commission Agreement Manager. A higher level of approval may be required based upon Energy Commission policy. Required approvals are included in the "Changes to Grants - Level of Approval and Notification Chart" commonly referred to as the "Changes Chart."

These Terms clarify that Recipients may be reimbursed for actual expenses incurred by a new **Vendor** during the term of the Agreement, even if written approval comes after the entity has completed work on the project. However, if the new Vendor is not approved, then the Energy Commission will not reimburse for any expenses charged for the entity. Accordingly, Recipients are strongly encouraged to obtain advance written approval for new Vendors or risk not being reimbursed for their work.

However, any work completed by an entity that may replace an existing **Subrecipient** WILL NOT BE REIMBURSED for any work completed prior to advance written approval. If a Subrecipient expends funds prior to approval, they can only be claimed as Match Funds.

8. Match Fund Timing

Existing Terms typically require recipients to proportionally spend match funds concurrently or in advance of CEC funds. But this timing does not always work, especially if the CEC funds are used for expensive equipment early in the project.

These Terms allow a CAM, in writing and with Supervisor approval, to authorize a Recipient to spend CEC funds in advance of Match Funds pursuant to [Match Fund Spending Plan](#). The Plan must estimate how Match Funds and CEC funds will be spent over each quarter and briefly explain why it is not practical to spend Match Funds concurrent with CEC Funds. While These Terms allow additional flexibility, the Recipient agrees to spend the agreed match funds as soon as practicable during the Agreement in order to resume proportionality between CEC funds and Match funds spent.

EXHIBIT C-1

SPECIAL TERMS AND CONDITIONS

1. *INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP*

The Recipient shall immediately, but no later than five calendar days, notify the CEC if the Recipient, the Recipient's parent, a subrecipient, a vendor, or a site host is planning for any of the following events: (1) the entity's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act or similar applicable law; (2) the entity's consent to the institution of an involuntary case under the Bankruptcy Act or similar applicable law; (3) the filing, or planning of filing, of any similar proceeding for or against the entity, or the entity's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the entity, under any other applicable law; or (4) the entity's insolvency due to its inability to pay debts generally as they become due.

Such notification shall be in writing and shall: (1) specifically set out the details of the occurrence of the event; (2) provide the facts surrounding that event; and (3) provide the impact such event will have on the project being funded by this Agreement.

Upon the occurrence of any of the four events described above, the CEC reserves the right to conduct a review of the Agreement to determine the Recipient's compliance with the required elements of the Agreement (including such items as match share, progress towards project objectives, and submission of required products). If the CEC review determines that there are significant deficiencies or concerns with the Recipient's continued performance under the Agreement, the CEC reserves the right to take any action available under this Agreement including, but not limited to, issuing a Stop Work Order or terminating the Agreement.

Failure of the Recipient to comply with this term may be considered a material breach of this Agreement.

This term shall be flowed-down to all subawards and site host agreements.

EXHIBIT D AGREEMENT CONTACTS

| | |
|--|--|
| <p>Commission Agreement Manager:</p> <p><i>(Progress Reports and Non-Confidential Products may be emailed to the CAM or uploaded into ECAMS with Invoice.)</i></p> <p>Matthew Jumps California Energy Commission 715 P Street, 3rd Floor Sacramento, CA 95814 Phone: (279) 226-1093 e-mail: matthew.jumps@energy.ca.gov</p> | <p>Recipient Project Manager:</p> <p>Zoe van Duivenbode* County of San Mateo Sustainability Department 455 County Center (4th floor) Redwood City, CA, 94603 (650) 294-8012 zvanduivenbode@smcgov.org</p> |
| <p>Confidential Products:</p> <p>Email a request to submit Confidential Products to: CGLfiles@energy.ca.gov</p> <p>Subject line should read:</p> <p><i>Request to Submit Confidential Products: [Recipient Name and CEC Agreement]</i></p> | <p>Recipient Administrator:</p> <p>Mina Naziruddin County of San Mateo Department of Public Works 555 County Center, Redwood City, CA, 94603 (650) 599-7387 Mnaziruddin@smcgov.org</p> |
| <p>Invoices:</p> <p>Please submit electronic invoices in ECAMS:</p> <p>https://ecams.energy.ca.gov/s/login/</p> | <p>Recipient Accounting Officer:</p> <p>Joseph Martin County of San Mateo Department of Public Works 555 County Center, Redwood City, CA, 94603 (650) 599-1430 Jvmartin@smgov.org</p> |
| <p>Commission Legal Notices:</p> <p>Kevyn Piper (Acting) Grants Manager 715 P Street, 3rd Floor Sacramento, CA 95814 e-mail: kevyn.piper@energy.ca.gov</p> | <p>Recipient Legal Notices:</p> <p>Brian Wong County of San Mateo County Attorney's Office 400 County Center, Redwood City, CA, 94063 (650) 363-1960 Bwong@smcgov.org</p> |

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zvanduivenbode@smcgov.org

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Tatyana Yakshina

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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Agent Delivery Events

Status

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Matthew Jumps

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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Mina Naziruddin

Mnaziruddin@smcgov.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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| Not Offered via DocuSign | | |
| Cynthia Rodriguez | | |
| Cynthia.Rodriguez@Energy.ca.gov | | |
| Security Level: Email, Account Authentication (None) | | |
| Electronic Record and Signature Disclosure: | | |
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| Witness Events | Signature | Timestamp |
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise Energy Resources Conservation and Development Commission of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at don.davis@water.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to don.davis@water.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- Until or unless you notify Energy Resources Conservation and Development Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Energy Resources Conservation and Development Commission during the course of your relationship with Energy Resources Conservation and Development Commission.