

## SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("**Contract**") is made as of \_\_\_\_\_ ("**Effective Date**"), by and between the Clean Coalition, (the "**Recipient**"), and the County of San Mateo, Office of Sustainability ("**Subcontractor**"). Each entity is sometimes individually referred to herein as "**Party**" and both entities are sometimes collectively referred to as the "**Parties**."

### RECITALS

On March 25, 2016 (the "**Award Date**"), the California Energy Commission (the "**Grant Sponsor**"), an agency of the Government, awarded the Recipient State Financial Grant number EPC-15-056 and titled "Peninsula Advanced Energy Community" (the "**Program**"). An Executive Summary of the Program is attached hereto as Exhibit A.

The Recipient desires to engage the Subcontractor to participate in the deployment and implementation of the Program and the Subcontractor desires to provide certain professional services in connection with such Program deployment and implementation as set forth herein.

The Subcontractor possesses the requisite and necessary knowledge, skill and experience to provide the professional services hereunder.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound, the Parties hereto agree as follows:

### **1. DEFINITIONS AND RULES OF INTERPRETATION**

**1.1 Defined Terms**. The following terms have the meanings given below in this Contract:

**"Applicable Laws"** means all applicable laws, statutes, rules, regulations, orders and ordinances or specified standards or objective criteria contained in any applicable license, permit or approval, or other legislative or administrative act, of the United States of America or any state, agency, department, authority, political subdivision or other instrumentality thereof, or a decree, judgment or order of a court, including but not limited to those governing wages, hours, employment discrimination and safety, laws regarding workers' compensation, disability laws and employee benefit laws.

**"Completion"** means that the Subcontractor has satisfactorily completed all of the tasks and provided all the Services specifically identified in this Contract.

**"Contract Price"** means the Subcontractor's awarded budget as per Exhibit F.

**"Data"** means recorded information, regardless of form or the media on which they may be recorded. The term includes technical data and computer software, but excludes

information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**“FAR”** means the Federal Acquisition Regulation.

**“Government”** means the state, federal and local government of the United States of America.

**“Payment Schedule”** means the provisions of the payment terms & conditions to this Contract, and may be amended from time to time.

**“Performance Period”** means the subcontractor’s Project timeline as per the Grant Sponsor’s Start Date and End Date and the subcontractor’s Project Schedule.

**“Subcontractor’s Scope of Work”** means the Services to be performed hereunder by the Subcontractor, pursuant to the Subcontractor Scope of Work, attached hereto as Exhibit D, and in accordance with the terms and conditions of this Contract including and any/all applicable terms & conditions set forth by Energy Commission EPIC Program Standard Grant Terms & Condition, hereto as Exhibit C.

**“Services”** means all of the obligations, duties, responsibilities and services assigned to, undertaken by, or to be performed by the Subcontractor under this Contract.

**“Project Schedule”** means the project milestones of Exhibit E and deliverable products associated with the provision of the Services set forth as part of the Subcontractor’s Scope of Work.

**“Unlimited Rights”** means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so. These rights are delineated in state and federal contracting statutes that govern awards such as the one described here and are incorporated by reference.

## **2. CONTRACT DOCUMENTS; COMPLETE AGREEMENT**

**2.1 Contract Documents.** This Contract consists of this document and the following Exhibits (collectively, **“Contract Documents”**) which are specifically made a part hereof by reference:

Exhibit A	Executive Summary
Exhibit B	Statement of Project Objectives
Exhibit C	California Energy Commission’s EPIC Program Standard Grant Terms & Conditions
Exhibit D	Subcontractor’s Scope of Work
Exhibit E	Subcontractor’s Project Schedule
Exhibit F	Subcontractor’s Budget
Exhibit G	Subcontractor’s Payment Schedule
Exhibit H	Invoice Instructions and Templates

Reference to this Contract equally includes reference to the Exhibits. The Exhibits forming part of this Contract are to be taken as mutually explanatory of one another.

**2.2 Prior Services.** The Services described in or otherwise covered by this Contract do not include any other work or services that were performed by the Subcontractor for the Recipient related to the Program, or caused by it to be performed, prior to the Effective Date, whether or not performed pursuant to any oral or written understanding. Such prior work shall be deemed to have been not performed pursuant to and in accordance with this Contract and the cost of such is excluded within the Contract Price and considered non-reimbursable (as defined below).

**2.3 Entire Agreement.** This Contract constitutes the complete and entire agreement between the Parties as of the Effective Date with respect to the subject matter hereof, and supersedes all prior and contemporaneous representations, negotiations, agreements and representations, written or oral, made or dated prior to the Effective Date. It is subject to change, amendment or modification only by an instrument executed in writing by both Parties.

**2.4 Conflicts in Documentation.** The terms and provisions of this Contract are intended to be and shall be in addition to and not in substitution for any of the terms and provisions of the attached Exhibits. This Contract and the Exhibits are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provision of this Contract irreconcilably conflicts with a provision of any Exhibit, the provision imposing the greater duty or obligation on the Subcontractor shall govern.

**2.5 Interpretation.** This Contract has been freely negotiated by the Subcontractor and thus, in the event of any dispute over its meaning or application, this Contract shall be interpreted fairly and reasonably and not against the Recipient as the drafter.

**2.6 Grant Sponsor's Contract Flow-down Provisions.** The Subcontractor acknowledges that the Program is being deployed pursuant to the terms and conditions set forth under Exhibit C and the Energy Commission's Advanced Energy Communities (AEC) Statement of Project Objectives (SOP) Exhibit B, pursuant to which the Recipient will receive a certain monetary grant in connection with the Program. In connection therewith, the Subcontractor hereby agrees to perform services under this Contract in conformance with the Subcontractor's Scope of Work specified in Exhibit D, which may be amended from time to time given the mutual agreement of Subcontractor and the Recipient, and in conformance with Statement of Project Objectives specified in Exhibit B hereto.

**2.7 Budget Contingencies.** This Contract between the Recipient and Subcontractor is funded by the Grant Sponsor's: (1) the Energy Commission's Electric Program Investment Charge (EPIC), an electricity ratepayer surcharge authorized by the California Public Utilities Commission (CPUC); and (2) the Energy Resources Programs Account.

If the Grant Sponsor does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the EPIC program to fully fund the work identified in Exhibit D (Scope of Work), the following will occur:

If the Grant Sponsor has received a reduced amount of funds for the work, it may: (1) offer a Contract amendment to the Recipient to reflect the reduced amount; or (2) cancel the Contract (with no liability occurring to the State) of which the Recipient will either a) renegotiate the Subcontractor's Contract Price or b) cancel the Subcontractor's Contract.

If the Grant Sponsor has received no funds for the work identified in Exhibit A and Exhibit B: (1) this Contract will be of no force and effect; (2) the Recipient will have no obligation to pay any funds to the Subcontractor; and (3) the Subcontractor will have no obligation to perform any work under this Contract.

The Recipient reserves the right, if necessary, to reallocate funds with the Grant Sponsor's approval to meet the objectives of the project. Such reallocations will be in consultation with the Subcontractor and apply only to remaining funds. Funds for completed work, invoice and un-invoiced, will be disbursed to the Subcontractor if received from the Grant Sponsor. The Scope of Work will be modified as reasonable in accordance with remaining funds as mutually determined.

### **3. SCOPE OF SERVICES; STANDARD OF PERFORMANCE**

**3.1 General Description.** The Subcontractor shall, in accordance with the provisions of this Contract and for the consideration and payment provided for herein, timely provide all of the professional services and other Services in connection with the Program as set forth in Exhibit D, Subcontractor's Scope of Work, until Completion is achieved.

**3.2 Standard of Performance.** In performing work under this Contract, the Subcontractor, its employees and subcontractors are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed by nationally recognized firms experienced in performing services of a similar nature in the United States of America at the time of performance of the Services and otherwise in compliance with the standards of performance in this Contract; and

Will bear the expense of re-performing any work that was not performed to the Grant Sponsor's (i.e. state/federal/local funding entity) reasonable satisfaction. The work must be completed within the original timeframe identified in the project schedule, unless the Grant Sponsor determines that re-performance is not possible within the timeframe. In this event, the Grant Sponsor will provide the Recipient a new schedule for re-performance.

The Subcontractor and/or its subcontractors will work any overtime required to meet the task deadline at no additional cost to the Recipient.

If the Subcontractor and/or its subcontractor does not perform work to the Grant Sponsor's reasonable satisfaction but the Grant Sponsor does not require the re-performance of the work, the Grant Sponsor and the Recipient's Project Manager will negotiate a reasonable settlement for satisfactory services rendered. No previous payment will be considered a waiver of the Energy Commission's right to reimbursement.

The Subcontractor shall be in compliance with all Applicable Laws and all provisions of this Contract.

The Subcontractor hereby represents and warrants that it has the required skill, experience and qualifications to perform the Services.

#### **4. RIGHTS OF PRODUCTS**

All work products, deliverables, copyrights, and other intellectual property developed under this Subcontractor Agreement are fully owned by the Recipient. The only exceptions will be if any ownership rights cede to the Grant Sponsor due to the agreement between the Recipient and the Grant Sponsor.

#### **5. LEGAL STATEMENT OF PRODUCTS**

All documents that result from the work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

##### **5.1 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. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any 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. This documents has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.

#### **6. SERVICES**

**6.1 Performance of Services.** The Subcontractor will perform the professional services, as more fully described in the Subcontractor's Scope of Work, in accordance with the terms and conditions of this Contract.

**6.2 Changes to Scope of Grant Sponsor's Contract.** In the event the Grant Sponsor, by written order (the "**Order**"), in compliance with FAR 52.243-3 makes changes within the general scope of the Grant Sponsor's Contract with the Recipient, the Recipient which requires modifications to the Subcontractor's Scope of Work, then the Parties shall modify

the Subcontractor's Scope of Work accordingly within ten (10) days of the date of the Order from the Grant Sponsor. In the event the modification to the Subcontractor's Scope of Work would cause a decrease in the Contract Price, then the Parties shall, by mutual agreement, adjust the Contract Price in order to account for the modifications to the Subcontractor's Scope of Work warranted by the issuance of the Order; increases to the budget due to modifications to the Subcontractor's Scope of Work are not covered in the Contract Price; under this Contract such costs are absorbed by the Subcontractor.

**6.3 Procedure to Modify the Subcontractor Agreement.** The Subcontractor must submit a written request to the Recipient for any changes to the Contract. The request must include:

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

**6.4 Approval of Changes.** Certain changes to the Contract (i.e. changes to the Contract amount, change in subcontractor) must be approved by the Grant Sponsor. For a complete listing of guidance relative to the Approval of Changes see Exhibit C, Amendments, Section 6 (b) (c) for more details.

**6.5 Timing; Progress Reports, Audit.**

The Subcontractor acknowledges that achieving Completion of the Services in accordance with the Project Schedule is material to this Contract, and that it may be necessary for the Subcontractor to increase its staffing, work overtime or take other corrective action to accomplish the timely and orderly provision and Completion of the Services. The Subcontractor shall take all steps necessary to ensure full compliance with the Project Schedule in accordance with the terms hereof. In the event Subcontractor must work overtime to accomplish timely delivery of "products" as described in the Scope of Work and Completion of Services the Subcontractor will incur overtime expenses at their own cost.

If requested by the Recipient, the Subcontractor agrees to make available an appropriate representative, to participate in monthly meetings to review the progress of all work under this Contract. Upon the Recipient's request, the Subcontractor shall also prepare and deliver to the Recipient a monthly written report setting forth the status of such work in a format to be mutually agreed by the Parties or required by the Grant Sponsor.

If the Recipient has reason to believe that the Services are not being performed consistently with the Project Schedule, then upon written notice from the Recipient, the Subcontractor shall, at its sole cost and expense, immediately take corrective action necessary to adhere to the provision of the Services in full compliance with the terms of this Contract.

**6.5.1 Performance Period.** The Performance Period ("***Timing***") for this Contract shall be:

Start Date: October 01, 2016  
End Date: June 21, 2018

**6.5.2 Completion.** When the Subcontractor considers that it has completed and, as appropriate, provided to the Recipient all Services required hereunder in accordance with the provisions of this Contract, the Subcontractor shall provide written notice thereof to the Recipient.

## **7. COMPENSATION AND PAYMENT**

**7.1 Contract Price.** As full compensation to the Subcontractor for the satisfactory provision of the Services as defined in the Subcontractor's Scope of work, the Recipient shall pay the Subcontractor the Contract Price specified in Exhibit F (the "***Budget***"). The Contract Price shall be subject to adjustment only in accordance with the terms of this Contract.

**7.2 Adjustment to Contract Price.** To the extent any change to the Subcontractor's Scope of Work has been agreed upon by both Parties, the Contract Price shall be adjusted in accordance with the price or credit agreed to by Parties. No price adjustments are anticipated.

**7.3 All-Inclusive Price.** The Contract Price is the complete compensation for the provision of the Services, including all taxes, duties, tariffs, fees, royalties and other assessments of any kind imposed with respect to the provision of the Services or with respect to the transactions contemplated hereby.

**7.4 Allowable Expenses.** The Subcontractor may only bill for expenses incurred at its direct labor, fringe benefits, and/or indirect rates not to exceed the rates specified in the Subcontractor's Budget specified in Exhibit F. No other expenses are anticipated to be approved for payment or reimbursement.

**7.5 Unallowable Reimbursable Expenses.** The Recipient will not pay or reimburse for any expenses other than Allowed Expenses defined above. Under unanticipated circumstances, the Recipient could approve additional expenses, but such approval would need to be pre-approved in writing by the Recipient's signator to this Subcontractor Agreement.

**7.6 Failure to Submit Products.** Failure to submit a product on schedule, as delineated in the Project Schedule (Exhibit E), will be considered material noncompliance with the Contract terms, unless the Recipient waives the failure in writing. Noncompliance may result in actions such as the withholding of payments or awards, or the suspension or termination of the Contract.

**7.7 Invoice and Payment Schedule.** The Payment Schedule sets forth the milestones (“Milestones”) associated with the Project Schedule and deliverables of this contract. Subcontractor invoices must be matched to specific milestones. Invoices will be paid based on milestone percentage-of-completion, justified by appropriate documentation, and payment for any milestone will not exceed the 100% Milestone Invoice Amount shown in the Payment Schedule (Exhibit G).

If payments to the Subcontractor reach a maximum milestone limit before the Subcontractor has achieved 100% completion of such milestone, the Subcontractor shall bare any additional cost to achieve successful 100% attainment of such milestone; at no cost to the Recipient. If the Subcontractor exceeds a maximum milestone limit, the Subcontractor may contribute the additional expenses to Cost Share. (see Section 8.3, Cost Share and Exhibit H for further details).

During the term of this contract, at the end of each month, and no later than the 5<sup>th</sup> day of the following month, the Subcontractor shall furnish the Recipient an invoice that details its employees, subcontractors, and vendors project expenses along with the supporting documentation as described in Exhibit H and matched to milestones and percentage-of-completion thereof, achieved during that billing period (“month”).

The Subcontractor is responsible for managing its subcontractors and vendors and providing single consolidated invoices to the Recipient; in accordance with Exhibits C and H. Therefore, the Subcontractor’s subcontractors and vendors shall invoice the Subcontractor directly. Further, it is the responsibility of the Subcontractor to communicate the required invoicing process to its employees and subcontractors, and it is the responsibility of the Subcontractor that its employees and subcontractors submit the proper billing documentation as described in Exhibit H, and in accordance with this contract including the guidelines as described in the Grant Sponsored Billing Process & Procedures, Exhibit H.

Without limiting the Recipient’s right of review under this Contract, within fifteen (15) days following the Recipient’s receipt of an invoice, the Recipient shall (i) determine whether the Services covered thereby has been performed as described by the Subcontractor’s invoice and supporting documentation; (ii) determine whether the Services provided conform with the requirements of this Contract; (iii) determine whether the invoice has been properly submitted; and (iv) determine and give notice to the Subcontractor concerning any invoiced amount or work performed that the Recipient disputes.

To avoid delays in the invoicing process the Recipient reserves the right to modify the Subcontractor’s invoice and any supporting documentation. The Recipient shall notify the Subcontractor of such modifications. Failure by the Subcontractor to submit a product on time, according to the Project Schedule (Exhibit E), will be considered material noncompliance with the Contract terms, unless the Recipient waives the failure in writing. Noncompliance may result in actions such as the withholding of payments or awards and/or suspension or termination of the Contract.

Within fifteen (15) days of the Recipient approving a Subcontractor's invoice, the Recipient shall prepare and submit to the Grant Sponsor an invoicing package that incorporates the Recipient-approved invoicing information provided by the Subcontractor.

The Recipient will only pay the Subcontractor on a funds-received basis, and any Grant Sponsor retentions, disputes, and/or rejections of amounts invoiced by the Subcontractor will not be paid to the Subcontractor unless and until such funds are received by the Recipient. The Recipient will contact the Subcontractor within fifteen (15) days of receiving notice of any Grant Sponsor retentions, disputes, and/or rejections. The Recipient will help facilitate resolutions, but at the Recipient's sole discretion, the Recipient reserves the right to modify the Subcontractor's invoice and any supporting documentation in order to avoid broader invoicing and payment delays.

Upon receipt of payments from the Grant Sponsor that are attributable to a Subcontractor's invoice, the Recipient will pay the Subcontractor within thirty (30) days.

## **7.8 Prevailing Wages.**

**7.8.1 Requirements.** Projects might be considered "public works" under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates. Further details on prevailing wages can be found in Exhibit C, Section 10 page 12.

## **8. RECORDKEEPING, COST ACCOUNTING AND AUDITING**

**8.1 Cost Accounting.** The Subcontractor, its subcontractors and vendors will keep separate, complete, and correct accounting of costs involved in completing the project and any match-funded portion of the project. The Grant Sponsor or its agent will have the right to examine the Subcontractor and its subcontractors books of accounts at all reasonable times, and upon reasonable notice, to the extent necessary to verify the accuracy of the Subcontractor's and/or its subcontractors and vendor reports.

**8.2 Accounting Procedure.** The Subcontractor, its subcontractors and vendors costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of the Agreement, provided that the Subcontractor and/or its subcontractors uses generally accepted accounting principles and cost reimbursement practices. The Subcontractor and/or its subcontractors cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating cost for any proposal to which this Agreement relates, provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement

The Subcontractor including its subcontractors accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to cost incurred under this Agreement.

**8.3 Cost Share (Match Funds).** Under this Agreement the Subcontractor and its subcontractors who are contributing match share, must follow and comply with the same terms and conditions set forth in Exhibit C.

If the budget includes a cost share (match funds) requirement, the Subcontractor's commitment of the resources, as described in this Agreement, is a required expenditure for receipt of Grant Sponsored funds. The funds will be released only if the required match percentages are expended. If the Subcontractor's budget includes cost share and is not meeting the match percentage per billing period the Recipient reserves the right to delay the Subcontractor's invoice submittal until Subcontractor has provided proof in meeting their delinquent cost share commitment.

**8.4 Auditing Rights.** The Subcontractor and its subcontractors must comply with the same terms set forth in Exhibit C, Section 11 (c) (d) and (e). The Subcontractor and its subcontractors will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The Grant Sponsor, another state agency, and/or public accounting firm designated by the Grant Sponsor may audit the Subcontractor's and its subcontractors accounting records at all reasonable times, and upon reasonable notice, with prior notice by the Grant Sponsor.

The Subcontractor will bear its cost of participating in any audit (e.g., mailing or travel expenses). The Grant Sponsor will bear the cost of conducting the audit unless the audit reveals an error detrimental to the Grant Sponsor that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of: (1) the amount audited; or (2) if a royalty audit, the total royalties due in the period audited. The Subcontractor will pay the refund as specified in Exhibit C, Section 11, subsection (d).

## **9. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

All work products, deliverables, copyrights, and other intellectual property developed under this Subcontractor Agreement are fully owned by the Recipient. The only exceptions will be if any ownership rights cede to the Grant Sponsor due to the agreement between the Recipient and the Grant Sponsor.

**9.1 "Work Made for Hire".** The Subcontractor agrees that all intellectual property made in connection with the Subcontractor's performance of this Agreement shall be deemed "Work Made for Hire". The Subcontractor shall enter into written Agreement with any such person or party that (i) all work performed for Subcontractor shall be deemed "Work Made for Hire" under the Copyright Act and any other intellectual property law, and (ii) that person or party shall assign all rights, title, and interest to Recipient to any work product

made, conceived, derived from, or reduced to practice by Subcontractor or Recipient and which results directly or indirectly from this Agreement.

**9.2 Patent Rights.** The Grant Sponsor shall retain all right, title, and interest in any patents that are developed by or granted to the Subcontractor for work performed under this Agreement. Furthermore, the Recipient and the Subcontractor shall be required to disclaim any such interest in patents by way of submitting Patent Certification forms to the Government once every three months during the term of this agreement.

## **10. INDEMNITY**

**10.1 Indemnity.** The Subcontractor covenants and agrees that the Subcontractor shall fully indemnify, defend and hold harmless the Recipient and its subsidiaries, affiliates, and parent companies, and the directors, officers, agents, employees, successors and assigns of each of them (collectively "***Company Indemnified Parties***") from and against any and all losses, costs, damages, injuries, liabilities, claims, demands, penalties, interest and causes of action and expenses (including attorneys' fees and court costs), directly or indirectly arising out of, resulting from or related to claims: (a) for payments due to any of the Subcontractor's subcontractors, suppliers and/or vendors arising from or in connection with this Contract (including but not limited to any demands for payment or invoices) and/or the Subcontractor's delay or failure to pay any subcontractor, supplier and/or vendor the compensation, monies, wages or other payment due or allegedly due such entity with regard to any Services performed hereunder, (b) for the Subcontractor's breach of any representations, warranties or covenants contained in this Contract, (c) for the Subcontractor's or its subcontractors', suppliers' and/or vendors' violation of or non-compliance under any Applicable Law, and (d) for any insurance policy procured under this Contract being vitiated as a result of the Subcontractor's failure to comply with any of the requirements set forth in such policy or any other act by the Subcontractor or any of its subcontractors.

**10.2 Taxes.** The Subcontractor shall defend, indemnify and hold harmless each Company Indemnified Party from and against all claims by any governmental or taxing authority claiming taxes for which the Subcontractor is responsible under this Contract, including taxes based on gross receipts or on income of the Subcontractor or any of its subcontractors or vendors, or any of their respective agents or employees with respect to any payment for the Services made to or earned by the Subcontractor or any of its subcontractors or vendors, or any of their respective agents or employees under this Contract.

**10.3 Patent, Copyright, and other Intellectual Property Indemnity.** The Subcontractor covenants and agrees that the Subcontractor shall fully indemnify, defend and hold harmless the Company Indemnified Parties from and against any and all suits, claims, demands, damages, costs and expenses (including attorneys' fees and court costs) brought or asserted by any third party against the Company Indemnified Parties resulting from, arising out of or related to any claim that the Subcontractor's Work Product delivered under this Contract, or the Company Indemnified Parties' use of such Work Product

infringes, misappropriates or otherwise violates any third party's U.S. patent, copyright or other intellectual property right. Notwithstanding the foregoing, the Subcontractor shall have no obligation or liability with respect to any such claim or liability based upon (a) the Subcontractor's Work Product that has been altered, modified or revised by anyone other than the Subcontractor and such claim or liability would have been avoided but for the alteration, modification or revision; (b) the combination, operation or use of the Subcontractor Work Product with products not furnished by the Subcontractor or set forth in the documentation when such combination is part of any allegedly infringing process; or (c) use of the Subcontractor Work Product in a manner not authorized in the documentation when such claim or liability would have been avoided but for such unauthorized use. The Recipient shall promptly notify the Subcontractor of any claim under this Section 10.3. In addition to the obligations above, if the Subcontractor Work Product becomes the subject of any third party claim, demand or allegation that the Subcontractor Work Product infringes, misappropriates or otherwise violates any third party's U.S. patent, copyright, or other intellectual property right, then the Subcontractor, at its sole option, shall: (x) promptly obtain, at no expense to Recipient, the right for the Recipient to continue exercising all rights and licenses in such the Subcontractor Work Product in accordance with the terms of this Contract; or (y) replace, at no expense to the Recipient, the subject the Subcontractor Work Product with non-infringing and substantially equivalent work, or, if neither option is technically or economically feasible, then at the Subcontractor's sole option, the Subcontractor may refund the Recipient the total amount paid to the Subcontractor hereunder in one lump sum payment (the "**Lump Sum Payment**"). The Lump Sum Payment shall be made to the Recipient within ten (10) days following the Subcontractor's notice to the Recipient setting forth the grounds for the Subcontractor's election to exercise its right to the refund described in the immediately preceding sentence. The foregoing states the entire liability of the Subcontractor with respect to any claims subject to this Section 10.3.

#### **10.4 Mutual Indemnification.**

**10.4.1 General.** With respect to any and all claims other than those stated in Sections 10.1, 10.2, and 10.3 above, each Party (the "**Indemnifying Party**") shall indemnify the other Party, its members or shareholders, present and future officers, directors, agents, employees, affiliates, suppliers and assigns (each, an "**Indemnified Party**"), and undertake to defend and hold the Indemnified Party harmless from and against any claim, demand, suits, cause of action, losses, penalties, obligations, liabilities, damages, and expenses (including court costs, reasonable attorneys' fees, interest expenses and amounts paid in compromise or settlement) ("**Claims**") claimed by any person or entity related to, caused by, arising from or on account of the Indemnifying Party's failure to comply with any covenant, provision or agreement of the Indemnifying Party contained in this Contract.

**10.5 Indemnification Procedures.** If the Indemnified Party determines that it is entitled to indemnification under this Section 10.5 (b), the Indemnified Party shall notify the Indemnifying Party promptly and in writing of the Claim brought against the Indemnified Party, but in no event more than ten (10) days after the Indemnified Party has received notice of such Claim. The selection of counsel, the conduct of the defense of any lawsuit,

arbitration, or other proceeding, and any settlement shall be within the Indemnifying Party's control, provided that the Indemnified Party shall have the right to participate in the defense of such Claim using counsel of its choice, at its expense. No settlement that would impose any costs or expense upon the Indemnified Party shall be made without the Indemnified Party's prior written consent.

## **11. DISPUTE RESOLUTION**

**11.1 Controlling Law: Venue.** The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

## **12. CONFIDENTIAL AND PROPRIETARY INFORMATION; ADVERTISING**

**12.1 Non-Disclosure.** Neither the Recipient nor the Subcontractor including the Subcontractor's subcontractors shall disclose to any third party any Confidential and Proprietary Information of the other Party without the express prior written consent of the other Party. For purposes of this Contract, "***Confidential and Proprietary Information***" means and will include: (a) any information, materials or knowledge regarding a disclosing Party and its business affairs, financial condition, customers, suppliers, technology or research and development that is disclosed to the receiving Party or to which the receiving Party has access in connection with performing Services; and (b) the existence and terms and conditions of this Contract. Confidential Information will not include, however, any information that is or becomes part of the public domain through no fault of the receiving Party or that either Party regularly gives to third parties without restrictions on use or disclosure. Both Parties agree to hold all Confidential and Proprietary Information disclosed to them in strict confidence, not to use or disclose it in any way, commercially or otherwise, except in connection with the performance of the Services. Both Parties further agree to take all action reasonably necessary to protect the confidentiality of all Confidential and Proprietary Information including, without limitation, implementing and enforcing procedures to minimize the possibility of unauthorized use or disclosure of Confidential and Proprietary Information.

**12.2 Disclosure Required in Legal Action.** If either Party is required by Applicable Laws to disclose information that is otherwise required to be maintained in confidence pursuant to Section 11.1, or is required to disclose information in connection with proceedings involving any third party, then such Party may make disclosure notwithstanding the provisions of this Section 12; provided, however, that such Party shall immediately notify the other Party of the requirement and the terms thereof prior to any disclosure. The Party shall use its best efforts to obtain proprietary or confidential treatment of such information by the third party to whom the information is disclosed, and will, to the extent such

remedies are available, seek protective orders limiting the disclosure, dissemination and use of the information.

### **13. SUBCONTRACTOR REPRESENTATIONS**

The Subcontractor represents and warrants that: (a) the Subcontractor shall, at all times, be duly licensed to perform the Services and, if there is no licensing requirement for the profession or services, be duly qualified and competent to perform the Services; (b) the Subcontractor (and each of its subcontractors) is a validly existing business entity and qualified to carry on its present business and operations in order to perform its obligations hereunder; (c) the Subcontractor, its employees, and its subcontractors have all rights, licenses, permits, qualifications and consents necessary to perform the Subcontractor's obligations hereunder; (d) the Subcontractor and its subcontractors and suppliers, and their respective personnel will comply with all Applicable Laws; (e) the terms of this Contract and the Subcontractor's performance under this Contract do not violate and will not cause a breach of the terms of any other agreement or any Applicable Laws, to which the Subcontractor is a party or by which it is subject or bound; and (f) the Subcontractor is not in default of and there are no proceedings threatened or pending under any order of any court, arbitrator, administrative agency or other governmental authority, which would affect the Subcontractor's performance of this Contract.

### **14. RELATIONSHIP OF THE PARTIES**

**14.1 Independent Contractor.** The Subcontractor and its subcontractors and vendors, if any, shall be deemed independent contractors with respect to the Services, irrespective of whether selected or approved by the Recipient, and neither the Subcontractor nor its subcontractors or vendors, nor any person employed by any of them shall be deemed to be the servants, employees, or agents of the Recipient in any respect.

**14.2 No Other Relationship.** Nothing in this Contract shall be construed as constituting a joint venture or partnership between the Subcontractor and the Recipient.

### **15. TERM AND TERMINATION**

**15.1 Term.** This Contract will commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Contract, will remain in force and effect until the second anniversary of the Award Date.

**15.2 Termination for Breach.** Either Party may terminate this Contract if the other Party breaches any material term of this Contract and fails to cure such breach within thirty (30) days following written notice thereof from the non-breaching party.

**15.3 Effect of Termination.** Upon the expiration or any termination of this Contract for any reason, the Subcontractor will promptly deliver to the Recipient all Deliverables, including all work in progress on any Deliverables and all versions and portions thereof. The Subcontractor is explicitly not responsible for the work product or deliverables of

other individuals or organizations that may be providing services to the Recipient in association with the Program.

Upon the expiration or any termination of this Contract (except termination of this Contract pursuant by Recipient pursuant to Section 14.2 for breach by the Subcontractor), the Recipient will pay the Subcontractor any amounts that are due and payable under Section 7 for Services performed by the Subcontractor prior to the effective date of expiration or termination.

Upon the expiration or termination of this Contract for any reason, the Subcontractor will promptly notify the Recipient of all Confidential and Proprietary Information in the Subcontractor's possession or control and will promptly deliver all such Confidential and Proprietary Information to the Recipient, provided that if Subcontractor's computer systems automatically back up Confidential Information disclosed pursuant to this Agreement, making specific deletion thereof impractical, Subcontractor shall maintain the confidentiality of such back-up copies (if any) until such copies are destroyed in the ordinary course of business, at the Subcontractor's expense and in accordance with the Recipient's instructions. The Recipient shall also promptly deliver to Subcontractor any and all Confidential and Proprietary Information of the Subcontractor that may be in its possession or control.

## **16. LIMITATION OF LIABILITY**

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS CONTRACT, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF THIS SECTION SHALL NOT APPLY TO BREACHES OF CONFIDENTIALITY OBLIGATIONS OR TO INDEMNIFICATION OBLIGATIONS HEREUNDER.

## **17. GENERAL**

**17.1 No Election of Remedies.** Except as expressly set forth in this Contract, the exercise by the Recipient of any of its remedies under this Contract will be without prejudice to its other remedies under this Contract or available at law or in equity.

**17.2 Assignment.** The Subcontractor may not assign or transfer any of the Subcontractor's rights or delegate any of the Subcontractor's obligations under this Contract, in whole or in part, without the Recipient's express prior written consent. Any attempted assignment, transfer or delegation, without such consent, will be void. Subject to the foregoing, this Contract will be binding upon and will inure to the benefit of the Parties permitted successors and assigns.

**17.3 Equitable Remedies.** Because the Services are personal and unique and because the Subcontractor will have access to Confidential and Proprietary Information of the Recipient, the Recipient will have the right to enforce this Contract and any of its provisions by injunction, specific performance or other equitable relief, without having to post a bond

or other consideration, in addition to all other remedies that the Recipient may have for a breach of this Contract.

**17.4 Governing Law.** This Contract will be governed by and construed in accordance with the laws of the State of California and San Mateo County, excluding that body of law pertaining to conflict of laws.

**17.5 Severability.** If any provision of this Contract is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Contract will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

**17.6 Survival.** The Parties' obligations under this Contract, which by their nature would continue beyond termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.

**17.7 Notices.** Any notice or other communication required or permitted by this Agreement to be given to a Party shall be in writing and shall be deemed given (i) if delivered to a Party's email address written on the signature page to this agreement or at such other address as the Party may subsequently specify by written notice in accordance with this paragraph, or (ii) if mailed by U.S. registered or certified mail (return receipt requested), to the Party at the Party's address written on the signature page to this agreement or at such other address as the Party may subsequently specify by written notice in accordance with this paragraph. If by email, delivery shall be deemed effective immediately upon being sent; if by mail, delivery shall be deemed effective three business days after mailing.

**17.8 Waiver.** The waiver of any breach of any provision of this Contract will not constitute a waiver of any subsequent breach of the same other provisions hereof.

**17.9 Counterparts.** This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same Contract. In addition, facsimile signatures shall be deemed original signatures for purposes of this Contract.

**IN WITNESS WHEREOF**, the Parties have signed this Consulting Agreement as of the Effective Date.

**RECIPIENT:**

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

Name: Craig Lewis  
Title: Executive Director

Phone Number: (650) 796-2353

Email Address: [craig@clean-coalition.org](mailto:craig@clean-coalition.org)

Physical Address:  
16 Palm Court  
Menlo Park, CA 94025

**SUBCONTRACTOR:**

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

Name: Jim Eggemeyer  
Title: Director, Office of Sustainability

Phone Number: (650) 363-4189

Email Address: [jeggemeyer@smcgov.org](mailto:jeggemeyer@smcgov.org)

Physical Address:  
455 County Center – 4<sup>th</sup> Floor  
Redwood City, CA 94063  
CMO102

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## **EXHIBIT A**

### **EXECUTIVE SUMMARY**

#### **1) Project description:**

The Clean Coalition's Peninsula Advanced Energy Community (PAEC), supported by numerous local governments and PG&E, will accelerate the planning, approval, and deployment of an Advanced Energy Community (AEC) within a diverse community in the southern portion of San Mateo County. The PAEC region encompasses the cities of Atherton, East Palo Alto, Menlo Park, and Redwood City as well as surrounding unincorporated areas. The PAEC region –largely built-out yet also experiencing enormous commercial and residential growth pressure – is representative of similar regions throughout California, ensuring that the PAEC's success can be replicated statewide. The PAEC project will include the key components necessary to define an AEC: abundant solar electricity, energy storage, and other DER, low or zero net energy (ZNE) buildings, solar emergency microgrids (SEM) for power management and islanding of critical loads during outages, and charging infrastructure to support the rapid growth in electric vehicles. AEC projects can provide significant energy, environmental, economic, and security benefits, but significant barriers too often impede their planning and deployment. Finding viable sites, securing project financing, and connecting AEC projects to the grid all represent significant challenges. The PAEC proposal is designed to overcome these barriers and establish a replicable model that can be used by other communities across California and beyond. The results of the PAEC will inform future action by policymakers, municipalities and other governmental agencies, utility executives, and other relevant audiences.

#### **2) Project goals and objectives:**

The goals and objectives of this project are to:

- *Incentivize and accelerate the planning, approval, financing and deployment of AECs*
- *Reduce the time, cost, and uncertainty associated with permitting and interconnecting commercial-scale solar and other DER*
- Leverage ZNE, efficiency, local renewables, energy storage, and other DER to reduce 25 MW of peak energy across San Mateo County, which will strengthen the grid, reduce use of natural gas, and minimize the need for new energy infrastructure
- Create a model project and project elements that can be replicated throughout California and beyond

Specific objectives for this project are to:

- Identify and pilot permitting and interconnection best practices that can be standardized for use throughout California and beyond
- Provide educational and training material and forums for regulatory staff, developers, building professionals, planning commissioners, and others on best practices
- Create effective tools for analyzing the costs and benefits of AECs and associated DER projects

- Develop comprehensive financial and business models to help make AECs financially attractive to similar community developments without advanced energy attributes.
- Plan and design at least one Solar Emergency Microgrid to provide indefinite, renewable-based power backup to critical loads
- Plan and design an EVCI master plan
- Calculate the solar siting potential across the PAEC region
- Develop a Case Study documenting actions taken and lessons learned in planning the Peninsula Advanced Energy Community
- Develop a Master Community Design showcasing the primary elements of the Peninsula Advanced Energy Community

### **3) Explanation of how project goals and objectives will be achieved, quantified, and measured:**

Project goals and objectives will be achieved through a collaborative, multi-year, multi-task effort focused on the planning, approval, financing and deployment of AEC projects. The project team, supported by the TAC, will work closely with PG&E, developers, property and business owners, local governments, and other stakeholders to carefully identify AEC deployment barriers and solutions. All of the PAEC components will undergo rigorous cost-benefit analysis and the results peer reviewed by the TAC and other stakeholders.

### **4) Project task description:**

1. General Project Tasks: Project coordination, subcontracting, reporting, invoicing.
2. Streamlining of Permits, Codes, and Ordinances: Recommend policies that PAEC municipalities should take to facilitate the planning and deployment of AECs.
3. Financial and Business Models for Advanced Energy Communities: Develop comprehensive financial and business models to help make AECs financially attractive to similar community developments without advanced energy attributes.
4. Streamlining the connection of AECs to the grid: Reduce the time, cost, and uncertainty associated with interconnecting DER projects to the electric grid.
5. Solar Emergency Microgrids: Design at least one solar emergency microgrid (SEM) within the PAEC region that will provide renewables-driven power backup to critical facilities.
6. Electric Vehicle Charging Infrastructure Master Plan: Create an electric vehicle charging infrastructure master plan for one jurisdiction within the PAEC region.
7. Atherton Civic Center Sustainability Features: Assess the technical and economic feasibility of incorporating sustainability features, beyond code requirements, into Atherton's new Civic Center.
8. Solar Siting Survey: Identify feasible, commercial-scale sites for installing 100 kW or larger solar PV and assessing the Interconnection Hosting Capacity for each site.
9. PAEC Case Study: Develop a case study documenting actions taken to reduce the time, cost, and administrative cost to plan and permit an AEC.
10. Master Community Design: Develop and present a master community design showcasing the primary elements of the Peninsula Advanced Energy Community
11. Evaluation of Project Benefits: Report the benefits resulting from this project in terms of energy, environmental, economic, and security benefits.

12. Technology/Knowledge Transfer Activities: Develop a plan to make the knowledge, results, and lessons learned available to the public and key decision makers.

**5) Agreement management description:**

The Clean Coalition will serve as the project lead with responsibility for all deliverables, project outcomes, budgeting, and reporting to the Energy Commission. The Clean Coalition will implement agreements with all subcontractors, including DNV GL, Menlo Spark, Sovereign Energy Storage, Sven Thesen & Associates, and others to be decided.

## **EXHIBIT B**

### **STATEMENT OF PROJECT OBJECTIVES**

#### **A. PROJECT OBJECTIVES**

The CEC's electricity innovation investments follow an energy innovation pipeline program design, funding applied research and development, technology demonstration and deployment, and market facilitation to create new energy solutions, foster regional innovation, and bring clean energy ideas to the marketplace.

#### **B. PROJECT SCOPE**

CEC is investing funds to encourage creation of 'advanced energy communities,' places where electricity demand is met through efficiency, renewable energy, and storage.

Advanced energy communities (AEC) achieve net zero energy with on-site renewables in a defined geographic area. They improve grid reliability and resiliency with technologies like energy storage, and help avoid construction of new transmission and distribution. The communities can be replicated or scaled to drive down costs.

Advanced energy communities also are economical: they provide affordable renewables and energy efficiency, and create a financially attractive market for developers, home owners and renters.

Projects will be funded in two phases. Phase I focuses on the development of innovative planning, permitting, and financing approaches for Advanced Energy Communities, as well as the development of a real world conceptual design of an Advanced Energy Community. Recipients of Phase I funding will be eligible to compete for Phase II funding, which will support the build-out of an Advanced Energy Community that was proposed during Phase I.

#### **C. TASKS TO BE PERFORMED**

Phase I Tasks outlined in the Project Scope of Work are applicable for the purpose of this Agreement.

**EXHIBIT C**  
**ENERGY COMMISSION EPIC STANDARD GRANT PROGRAM**  
**TERMS & CONDITIONS**

Energy Commission EPIC Standard Grant Program Terms & Conditions is provided as a separate document.

## **EXHIBIT D**

### **SUBCONTRACTOR'S SCOPE OF WORK**

#### **Peninsula Advanced Energy Communities (PAEC) - County of San Mateo, Office of Sustainability Scope of Work**

Overview of services to be provided by County of San Mateo, Office of Sustainability to Clean Coalition to support Advance Energy Community (AEC) Development and the State goal of 50% of existing commercial buildings to zero net energy by 2030:

- 1) Research/Development, including: lease language, energy tracking/management software options, and AEC developer – local government building professional interaction, aimed at developers and property managers serving the commercial and municipal sectors in San Mateo County, and
- 2) Deliver workshops, replicable presentations, and case studies.

#### **PAEC Task 3: Finance and Business Models for Advanced Energy Communities:**

##### **Sub-Task 3.1: Lease Language**

Develop lease language options aimed at passing the costs of Advanced Energy Solutions from the property owners to tenants and overcome the split incentive problem associated with leased spaces.

##### **Approach**

- Review of existing literature and available actual lease language
- Establish small stakeholder working group of lenders, property managers and developers, and local government.
  - Review research results
  - Develop draft language options
  - Finalize lease language

##### **Work Product**

- Report: Written summary of review and findings
- Report: Written summary of stakeholder working group meetings, rosters and attendance, agendas, minutes
- Finalized lease language

### **Sub-Task 3.2: Energy Tracking/Management Software**

Investigate tools to allow building owners and tenants to assess and benchmark energy use and associated economics, and pro forma analysis of deploying these tools for on-site Advanced Energy Solutions. Also investigate tools for portfolio analysis that can be used by government agencies, property/managers, and others to monitor building energy use.

#### **Approach**

- Research to identify the most common (and any new systems ready for deployment) energy tracking and management software systems for commercial buildings.
  - Contact building managers associations, local government building and energy managers, and third party energy companies for suggested systems
  - Research additional systems for evaluation
- Analyze the attributes of the systems.
  - Research each system identified above
  - Develop basic description links to further information, and a simple visual evaluation (attributes, pros and cons) of the systems

#### **Work Product**

- Report: Written report, including systems researched and materials developed on energy tracking and management systems of use for property managers and developers.

### **Task 9: Peninsula Advanced Energy Community Case Study and**

### **Task 10: Peninsula Advanced Energy Community Master Community Design**

### **Sub-Tasks: Facilitate Project Developer – Local Government Communication**

Organize workshops for Advanced Energy project developers and local government building departments to identify and resolve issues surrounding the approval of Advanced Energy Projects. Establish case studies of interactions between local government building departments and AEC developer staff to identify ways in which collaboration led to better outcomes for the ZNE projects, including, compromises, incentive and non-incentive interactions.

#### **Approach**

- Develop a survey for developers and building officials to better understand how interactions led to outcomes
- Survey developers and building officials
- Convene three workshops/webinar pairs, evenly spaced at six month intervals

- Content can be redundant but should reflect increased learning
- Write up success stories after each workshop/webinar that can be utilized as case studies to be posted on the County's website

### **Work Product**

- Report: case studies of collaborative outcomes and any new streamlining opportunities
- Three workshops/webinar pairs
  - Webinar slide decks, attendee list
- Report: short written report of lessons learned

### **PAEC Task 1: General Project Task**

Prepare reports, invoices, and presentations in compliance with the CEC's EPIC guidelines.

#### **Deliverables:**

- Provide monthly reports and invoices five working days prior to the PAEC due dates
- Attend one (1) in-person Kick-Off Meeting
- Attend Bi-weekly Project calls (assume 2 per month for 18 months, average 1 staff)
- Prepare and present results at two Technical Advisory Committee (TAC) Meetings.
- Prepare and present results at two CEC sponsored Critical Program Reviews (CPR)
  - Provide all Task Products for the CPRs five working days prior to the PAEC due dates
  - Provide input to the PAEC CPR report five working days prior to the PAEC due dates
- Provide Task Products and final written documentation for the Case Study (TASK 9), Final Report and Final Meeting five working days prior to the PAEC due dates.

## EXHIBIT E PROJECT SCHEDULE

The table below outlines a preliminary project schedule for review by Clean Coalition. Final Project Schedule is subject to change based on the Energy Commission's determination of the official Project's Start Date and End Date.

TASK #	TASK TITLE & TASK DELIVERABLES	TASK START & END DATES		TASK DELIVERABLES DUE DATES	
		START DATE	END DATE	1ST DUE DATE	FINAL DUE DATE
<b>1</b>	<b>General Project Tasks</b>				
<b>1.1</b>	Kick off meeting	10/21/16	10/21/16	10/21/16	10/21/16
<b>1.2</b>	Bi-Weekly Project Team Calls / Quarterly in-person meetings	11/9/16	5/23/18	11/9/16	5/23/18
<b>1.3</b>	Technical Advisory Committee (TAC) Meetings				
<b>1.3.1</b>	TAC Meeting #1	5/3/17	5/3/17		
<b>1.3.2</b>	TAC Meeting #2	11/16/17	11/16/17		
	<b>Task Deliverables:</b>				
<b>1.3.1</b>	TAC Meeting #1				
<b>1.3.1-M1</b>	Attendance	5/3/17	5/3/17	5/3/17	5/3/17
<b>1.3.1-M2</b>	Presentation content and SOW results	TBA	4/6/17	3/31/17	4/6/17
<b>1.3.2</b>	TAC Meeting #2				
<b>1.3.2-M1</b>	Attendance	11/16/17	11/16/17	11/16/17	11/16/17
<b>1.3.2-M2</b>	Presentation content and SOW results	TBA	10/18/17	10/13/17	10/18/17
<b>1.4</b>	Critical Program Review (CPR)				
<b>1.4.1</b>	CPR Meeting #1 (CEC will advise who's required to attend)	5/31/17	5/31/17	5/31/17	5/31/17
<b>1.4.2</b>	CPR Meeting #2 (CEC will advise who's required to attend)	11/30/17	11/30/17	11/30/17	11/30/17
	<b>Task Deliverables:</b>				
<b>1.4.1</b>	CPR Meeting #1				
<b>1.4.1-M1</b>	Draft CPR Report #1	TBA	4/26/17	4/19/17	4/26/17
	<i>The Clean Coalition Products</i>				
<b>1.4.1-M2</b>	Comments on CPR Report #1	4/19/17	4/25/17	4/22/17	4/25/17
<b>1.4.1-M3</b>	Final CPR Report #1	TBA	5/1/17		5/1/17
<b>1.4.2</b>	CPR Meeting #2				
<b>1.4.2-M1</b>	Draft CPR Report #2	TBA	11/1/17		11/1/17
	<i>The Clean Coalition Products</i>				
<b>1.4.2-M2</b>	Comments on CPR Report #2	10/26/17	10/31/17	10/29/17	10/31/17
	Final CPR Report #2	TBA	11/5/17		11/5/17
<b>1.5</b>	Final Meeting (CEC will advise who's required to attend)	6/12/18	6/21/18	6/12/18	6/21/18
	<b>Task Deliverables:</b>				
<b>1.5-M1</b>	Draft Final Report Outline	TBA	2/21/18	2/15/18	2/21/18
	<i>The Clean Coalition Products</i>				
<b>1.5-M2</b>	Comments on the Draft Final Report Outline	2/15/18	2/20/18	2/18/18	2/20/18
<b>1.5-M3</b>	Final Report Outline	TBA	3/21/18	3/15/18	3/21/18
	<i>The Clean Coalition Products</i>				
<b>1.5-M4</b>	Comments on Final Report Outline	3/15/18	3/20/18	3/18/18	3/20/18
	<i>The CEC Products</i>				
<b>1.5-M5</b>	Comments and Approval of Final Report Outline	4/9/18	4/9/18	4/9/18	4/9/18
<b>1.5-M6</b>	Draft Final Report	TBA	4/11/18	4/5/18	4/11/18
	<i>The Clean Coalition Products</i>				
<b>1.5-M7</b>	Comments on Draft Report	4/5/18	4/10/18	4/8/18	4/10/18
<b>1.5-M8</b>	Final Report	TBA	5/11/18	4/26/18	5/11/18
	<i>The Clean Coalition Products</i>				
<b>1.5-M9</b>	Comments on the Final Report	4/26/18	5/10/18	4/29/18	5/10/18
	<i>The CEC Products</i>				
<b>1.5-M10</b>	Comments on the Draft Final Report	7/18/18	7/18/18	7/18/18	7/18/18
<b>1.6</b>	Invoices & Progress Reports (Due on the 5th calendar day of each month unless Day lands on weekend: if 5th is a Sat then due Fri; if 5th is a Sun then due next business day)	11/5/16	7/5/18	11/10/16	6/11/18
<b>1.7</b>	Subcontracts (subs will complete and sign agreements prepared by Prime)				

## Exhibit E: Project Schedule continued

<b>3</b>	<b>Finance and Business Models for Advanced Energy Communities</b>				
<b>3.1</b>	<b>Lease Language:</b>				
<b>3.1.2</b>	- Review existing literature and available actual leasing language	11/1/16	3/17/17		
<b>3.1.3</b>	- Develop lease language options aimed at passing the costs of Advanced Energy Solutions from the property owners to tenants	3/3/17	7/5/17		
<b>3.1.4</b>	- Establish small stakeholder working group of lenders, property managers, and developers, and local government: review research results, develop draft language, finalize leasing language	5/6/17	7/5/17		
	<b>TASK Deliverables:</b>				
<b>3.1.3-M1</b>	Report: Draft of Lease language			6/21/17	6/21/17
<b>3.1.3-M2</b>	Report: Final of Lease Language			7/5/17	7/5/17
<b>3.1.3-M3</b>	Report: Draft and final written summary of review and findings			7/5/17	7/5/17
<b>3.1.4-M4</b>	Report: Written summary of stakeholder working group meetings, rosters and attendance, agendas, minutes			7/27/17	7/27/17
<b>3.2</b>	<b>Energy Tracking/Management Software:</b>				
<b>3.2.1</b>	- Research to identify the most common (and any new systems ready for deployment) energy tracking and management software systems for commercial buildings	11/30/16	8/8/17		
<b>3.2.2</b>	- Analyze the attributes of each system and develop a basic description link to further information, and a simple visual evaluation of the systems	11/30/16	8/8/17		
	<b>Task Deliverables:</b>				
<b>3.2-M1</b>	Report: Draft report including systems researched and materials developed on energy tracking and management systems of use.			9/6/17	9/6/17
<b>3.2-M2</b>	Report: Final report including systems researched and materials developed on energy tracking and management systems of use.			9/13/17	9/13/17
<b>9 &amp; 10 Combined</b>	<b>TASK 9 - PAEC Case Study; TASK 10 - PAEC Master Plan (Scope of Work contributes to both TASKS)</b>				
<b>9.1 / 10.1</b>	<b>Facilitate Project Developer - Local Government Communication</b>				
<b>9.1</b>	Case Study: Assess Task Products and incorporate into a final written documentation for the Case Study	12/8/17	3/13/18		
<b>9.1.1 &amp; 10.1.1</b>	Organize and convene three workshops/webinar pairs (evenly spaced over six month intervals), for Advanced Energy project developers and local government building departments	11/3/16	1/3/18		
<b>9.1.2 &amp; 10.1.2</b>	Develop and conduct a survey for developers and building officials to better understand how interactions led to outcomes	7/3/17	9/7/17		
<b>9.1.2 &amp; 10.1.3</b>	Develop case studies of collaborative outcomes and any new streamlining opportunities	7/3/17	11/1/17		
<b>9.1.3 &amp; 10.1.4</b>	Write up success stories after each workshop/webinar that can be utilized as case studies and contribute to the PAEC Master Plan	1/31/17	1/25/18		
	<b>Task Deliverables:</b>				
<b>9&amp;10-M1</b>	Draft Case Study of the PAEC Development			12/8/17	12/27/17
	<i>The Clean Coalition Products</i>				
<b>9&amp;10-M2</b>	Comments on the Draft Case Study of the PAEC Development	12/8/17	12/22/17	12/11/17	12/22/17
<b>9&amp;10-M3</b>	Final Case Study of the PAEC Development			2/26/18	3/13/18

## Exhibit E: Project Schedule continued

	<i>The Clean Coalition Products</i>				
<b>9&amp;10-M4</b>	Comments on the Final Case Study of the PAEC Development	2/26/18	3/12/18	3/1/18	3/12/18
<b>9&amp;10-M5</b>	Draft of survey questionnaire and list of target developers and building officials			11/15/17	11/15/17
<b>9&amp;10-M6</b>	Final of survey questionnaire and list of target developers and building officials			11/29/17	11/29/17
<b>9&amp;10-M7</b>	Report: Survey results (statistics and responses)			12/13/17	12/13/17
	<b>Event Task Deliverables:</b>				
<b>9.1.1/10.1.1 M1</b>	Event #1: Draft list of stakeholders identified and recruited workshop attendees			1/15/17	1/15/17
<b>9.1.1/10.1.1 M2</b>	Event #1: Final list of stakeholders identified and recruited workshop attendees			2/10/17	2/10/17
<b>9.1.1/10.1.1 M3</b>	Event #1: Draft version of agenda content for each meeting / workshop / training / webinar			1/15/17	1/15/17
<b>9.1.1/10.1.1 M4</b>	Event #1: Final version of agenda content for each meeting / workshop / training / webinar			2/10/17	2/10/17
<b>9.1.1/10.1.1 M5</b>	Event #1: Draft and Final version of webinar slides, agenda, rosters and attendee list, Minutes			4/10/17	4/10/17
<b>9.1.1/10.1.1 M6</b>	Event #2: Draft list of stakeholders identified and recruited workshop attendees			7/13/17	7/13/17
<b>9.1.1/10.1.1 M7</b>	Event #2: Final list of stakeholders identified and recruited workshop attendees			8/10/17	8/10/17
<b>9.1.1/10.1.1 M8</b>	Event #2: Draft version of agenda content for each meeting / workshop / training / webinar			7/13/17	7/13/17
<b>9.1.1/10.1.1 M9</b>	Event #2: Final version of agenda content for each meeting / workshop / training / webinar			8/10/17	7/27/17
<b>9.1.1/10.1.1 M10</b>	Event #2: Draft and Final version of webinar slides, agenda, rosters and attendee list, Minutes			10/10/17	10/10/17
<b>9.1.1/10.1.1 M11</b>	Event #3: Draft list of stakeholders identified and recruited workshop attendees			1/29/18	1/29/18
<b>9.1.1/10.1.1 M12</b>	Event #3: Final list of stakeholders identified and recruited workshop attendees			2/10/18	2/10/18
<b>9.1.1/10.1.1 13</b>	Event #3: Draft version of agenda content for each meeting / workshop / training / webinar			1/29/18	1/28/18
<b>9.1.1/10.1.1 M14</b>	Event #3: Final version of agenda content for each meeting / workshop / training / webinar			3/9/08	3/9/08
<b>9.1.1/10.1.1 M15</b>	Event #3: Draft and Final version of webinar slides, agenda, rosters and attendee list, Minutes			5/10/18	5/10/18

**EXHIBIT F**  
**SUBCONTRACTOR'S BUDGET**

<b>Task No.</b>	<b>Subcontractor's Name</b>	<b>Energy Commission Funds</b>	<b>Match Shares</b>	<b>Total</b>
1,3,9,10	County of San Mateo, Office of Sustainability	\$40,000.00		\$40,000.00

## EXHIBIT G PAYMENT SCHEDULE

<b>NOTES:</b> 1) The Start Dates & Ends Dates are subject to change based on the CEC's determination of the official Project Start Date & End Date. 2) ALL yellow highlighted Tasks are considered deliverables for the Milestone Payment Schedule.								
	Budget	\$40,000					Budget Project Hours	534
	Total Project Hours	534					Percentage of Completion	100%
	Performance Period (Months)	19					100% Invoice Amount	\$40,000
	Average Hourly Rate	\$74.91						
Project Schedule					Payment Schedule			
TASK #	TASK TITLE & TASK DELIVERABLES	START DATE	END DATE	1ST DUE DATE	FINAL DUE DATE	Budget Milestone Hours	Percentage of Milestone Completion	100% Milestone Invoice
1	General Project Tasks							
1.1	Kick off meeting	10/21/16	10/21/16	10/21/16	10/21/16	8	100%	\$599.25
1.2	Bi-Weekly Project Team Calls / Quarterly in-person meetings	11/9/16	5/23/18	11/9/16	5/23/18	36	100%	\$2,696.63
1.3	Technical Advisory Committee (TAC) Meetings							
1.3.1	TAC Meeting #1	5/3/17	5/3/17					
1.3.2	TAC Meeting #2	11/16/17	11/16/17					
	Task Deliverables:							
1.3.1	TAC Meeting #1							
1.3.1-M1	Attendance	5/3/17	5/3/17	5/3/17	5/3/17	2	100%	\$149.81
1.3.1-M2	Presentation content and SOW results	TBA	4/6/17	3/31/17	4/6/17	8	100%	\$599.25
1.3.2	TAC Meeting #2							
1.3.2-M1	Attendance	11/16/17	11/16/17	11/16/17	11/16/17	2		\$149.81
1.3.2-M2	Presentation content and SOW results	TBA	10/18/17	10/13/17	10/18/17	8		\$599.25
1.4	Critical Program Review (CPR)							
1.4.1	CPR Meeting #1 (CEC will advise who's required to attend)	5/31/17	5/31/17	5/31/17	5/31/17	2		\$149.81
1.4.2	CPR Meeting #2 (CEC will advise who's required to attend)	11/30/17	11/30/17	11/30/17	11/30/17	2		\$149.81
	Task Deliverables:							
1.4.1	CPR Meeting #1							
1.4.1-M1	Draft CPR Report #1	TBA	4/26/17	4/19/17	4/26/17	38	100%	\$2,846.44
	The Clean Coalition Products							
1.4.1-M2	Comments on CPR Report #1	4/19/17	4/25/17	4/22/17	4/25/17			
1.4.1-M3	Final CPR Report #1	TBA	5/1/17		5/1/17	19	100%	\$1,423.22
1.4.2	CPR Meeting #2							
1.4.2-M1	Draft CPR Report #2	TBA	11/1/17		11/1/17	38	100%	\$2,846.44
	The Clean Coalition Products							
1.4.2-M2	Comments on CPR Report #2	10/26/17	10/31/17	10/29/17	10/31/17			
	Final CPR Report #2	TBA	11/5/17		11/5/17	19	100%	\$1,423.22
1.5	Final Meeting (CEC will advise who's required to attend)	6/12/18	6/21/18	6/12/18	6/21/18	1	100%	\$74.91
	Task Deliverables:							
1.5-M1	Draft Final Report Outline	TBA	2/21/18	2/15/18	2/21/18	20	100%	\$1,498.13
	The Clean Coalition Products							
1.5-M2	Comments on the Draft Final Report Outline	2/15/18	2/20/18	2/18/18	2/20/18			
1.5-M3	Final Report Outline	TBA	3/21/18	3/15/18	3/21/18	10	100%	\$749.06
	The Clean Coalition Products							
1.5-M4	Comments on Final Report Outline	3/15/18	3/20/18	3/18/18	3/20/18			
	The CEC Products							
1.5-M5	Comments and Approval of Final Report Outline	4/9/18	4/9/18	4/9/18	4/9/18			
1.5-M6	Draft Final Report	TBA	4/11/18	4/5/18	4/11/18	30	100%	\$2,247.19
	The Clean Coalition Products							
1.5-M7	Comments on Draft Report	4/5/18	4/10/18	4/8/18	4/10/18	15	100%	\$1,123.60
1.5-M8	Final Report	TBA	5/11/18	4/26/18	5/11/18			
	The Clean Coalition Products							
1.5-M9	Comments on the Final Report	4/26/18	5/10/18	4/29/18	5/10/18			
	The CEC Products							
1.5-M10	Comments on the Draft Final Report	7/18/18	7/18/18	7/18/18	7/18/18			

## Exhibit G: Payment Schedule continued

1.6	Invoices & Progress Reports (Due on the 5th calendar day of each month unless Day lands on weekend: if 5th is a Sat then due Fri; if 5th is a Sun then due next business day)	11/5/16	7/5/18	11/10/16	6/11/18	19	100%	\$1,423.22
1.7	Subcontracts (subs will complete and sign agreements prepared by Prime)							
3	Finance and Business Models for Advanced Energy Communities							
3.1	Lease Language:							
3.1.2	- Review existing literature and available actual leasing language	11/1/16	3/17/17					
3.1.3	- Develop lease language options aimed at passing the costs of Advanced Energy Solutions from the property owners to tenants	3/3/17	7/5/17					
3.1.4	- Establish small stakeholder working group of lenders, property managers, and developers, and local government: review research results, develop draft language, finalize leasing language	5/6/17	7/5/17					
	TASK Deliverables:							
3.1.3-M1	Report: Draft of Lease language			6/21/17	6/21/17	40	100%	\$2,996.25
3.1.3-M2	Report: Final of Lease Language			7/5/17	7/5/17	25	100%	\$1,872.66
3.1.3-M3	Report: Draft and final written summary of review and findings			7/5/17	7/5/17			
3.1.4-M4	Report: Written summary of stakeholder working group meetings, rosters and attendance, agendas, minutes			7/27/17	7/27/17	5	100%	\$374.53
3.2	Energy Tracking/Management Software:							
3.2.1	- Research to identify the most common (and any new systems ready for deployment) energy tracking and management software systems for commercial buildings	11/30/16	8/8/17					
3.2.2	- Analyze the attributes of each systems and develop a basic description link to further information, and a simple visual evaluation of the systems	11/30/16	8/8/17					
	Task Deliverables:							
3.2-M1	Report: Draft report including systems researched and materials developed on energy tracking and management systems of use.			9/6/17	9/6/17	26	100%	\$1,947.57
3.2-M2	Report: Final report including systems researched and materials developed on energy tracking and management systems of use.			9/13/17	9/13/17	15	100%	\$1,123.60
9 & 10 Combined	TASK 9 - PAEC Case Study; TASK 10 - PAEC Master Plan (Scope of Work contributes to both TASKS)							
9.1 / 10.1	Facilitate Project Developer - Local Government Communication							
9.1	Case Study: Assess Task Products and incorporate into a final written documentation for the Case Study	12/8/17	3/13/18					

## Exhibit G: Payment Schedule continued

9.1.1 & 10.1.1	Organize and convene three workshops/webinar pairs (evenly spaced over six month intervals), for Advanced Energy project developers and local government building departments	11/3/16	1/3/18					
9.1.2 & 10.1.2	Develop and conduct a survey for developers and building officials to better understand how interactions led to outcomes	7/3/17	9/7/17					
9.1.2 & 10.1.3	Develop case studies of collaborative outcomes and any new streamlining opportunities	7/3/17	11/1/17					
9.1.3 & 10.1.4	Write up success stories after each workshop/webinar that can be utilized as case studies and contribute to the PAEC Master Plan	1/31/17	1/25/18					
<b>Task Deliverables:</b>								
9&10-M1	Draft Case Study of the PAEC Development <i>The Clean Coalition Products</i>			12/8/17	12/27/17	20	100%	\$1,498.13
9&10-M2	Comments on the Draft Case Study of the PAEC Development	12/8/17	12/22/17	12/11/17	12/22/17			
9&10-M3	Final Case Study of the PAEC Development <i>The Clean Coalition Products</i>			2/26/18	3/13/18	5	100%	\$374.53
9&10-M4	Comments on the Final Case Study of the PAEC Development	2/26/18	3/12/18	3/1/18	3/12/18			
9&10-M5	Draft of survey questionnaire and list of target developers and building officials			11/15/17	11/15/17	5	100%	\$374.53
9&10-M6	Final of survey questionnaire and list of target developers and building officials			11/29/17	11/29/17	5	100%	\$374.53
9&10-M7	Report: Survey results (statistics and responses)			12/13/17	12/13/17	5	100%	\$374.53
<b>Event Task Deliverables:</b>								
9.1.1/10.1.1-M1	Event #1: Draft list of stakeholders identified and recruited workshop attendees			1/15/17	1/15/17	5	100%	\$374.53
9.1.1/10.1.1-M2	Event #1: Final list of stakeholders identified and recruited workshop attendees			2/10/17	2/10/17	5	100%	\$374.53
9.1.1/10.1.1-M3	Event #1: Draft version of agenda content for each meeting / workshop / training / webinar			1/15/17	1/15/17	5	100%	\$374.53
9.1.1/10.1.1-M4	Event #1: Final version of agenda content for each meeting / workshop / training / webinar			2/10/17	2/10/17	5	100%	\$374.53
9.1.1/10.1.1-M5	Event #1: Draft and Final version of webinar slides, agenda, rosters and attendee list, Minutes			4/10/17	4/10/17	6	100%	\$449.44
9.1.1/10.1.1-M6	Event #2: Draft list of stakeholders identified and recruited workshop attendees			7/13/17	7/13/17	5	100%	\$374.53
9.1.1/10.1.1-M7	Event #2: Final list of stakeholders identified and recruited workshop attendees			8/10/17	8/10/17	5	100%	\$374.53
9.1.1/10.1.1-M8	Event #2: Draft version of agenda content for each meeting / workshop / training / webinar			7/13/17	7/13/17	5	100%	\$374.53
9.1.1/10.1.1-M9	Event #2: Final version of agenda content for each meeting / workshop / training / webinar			8/10/17	7/27/17	5	100%	\$374.53
9.1.1/10.1.1-M10	Event #2: Draft and Final version of webinar slides, agenda, rosters and attendee list, Minutes			10/10/17	10/10/17	5	100%	\$374.53

# Exhibit G: Payment Schedule continued

9.1.1/10.1.1-M11	Event #3: Draft list of stakeholders identified and recruited workshop attendees			1/29/18	1/29/18	5	100%	\$374.53
9.1.1/10.1.1-M12	Event #3: Final list of stakeholders identified and recruited workshop attendees			2/10/18	2/10/18	5	100%	\$374.53
9.1.1/10.1.1-13	Event #3: Draft version of agenda content for each meeting / workshop / training / webinar			1/29/18	1/28/18	5	100%	\$374.53
9.1.1/10.1.1-M14	Event #3: Final version of agenda content for each meeting / workshop / training / webinar			3/9/08	3/9/08	5	100%	\$374.53
9.1.1/10.1.1-M15	Event #3: Draft and Final version of webinar slides, agenda, rosters and attendee list, Minutes			5/10/18	5/10/18	5	100%	\$374.53
10.1	Include descriptions of the proposed location(s) for the development, tentative maps, engineering designs of proposed buildings, streets, community spaces, energy technologies to deployed, water conservation features, water saving technologies, potential interconnection sites, and advanced energy infrastructure	11/1/17	4/17/18					
10.2	Describe how the elements are combined in a systems approach	11/1/17	4/17/18					
	<b>Task Deliverables:</b>							
10.1 & 10.2-M1	Draft Peninsula Advanced Energy Community Design Report			2/1/18	2/7/18	20	100%	\$1,498.13
	<i>The Clean Coalition Products</i>							
10.1 & 10.2-M2	Comments on the Draft Peninsula Advanced Energy Community Design Report	2/1/18	2/6/18	2/4/18	2/6/18			
10.1 & 10.2-M3	Final Peninsula Advanced Energy Community Design Report			4/11/18	4/17/18	10	100%	\$749.06
	<i>The Clean Coalition Products</i>							
10.1 & 10.2-M4	Comments on the Final Peninsula Advanced Energy Community Design Report	4/11/18	4/16/18	4/14/18	4/16/18			
						534		\$40,000.00

**EXHIBIT H**  
**INVOICE INSTRUCTIONS AND TEMPLATES**  
***("Grant Sponsor Billing Process & Procedures")***

It is the Recipient's goal to facilitate a successful and timely invoicing process. To ensure success the Recipient has developed invoice instructions and templates that must be followed by the Subcontractor as per this contract. Exhibit H is representation of the full guidelines as outlined in the Grant Sponsored Billing Process & Procedures document. A complete copy of this document will be provided as a separate attachment.

**1. TERMS & CONDITIONS: Pursuant to Section 7.7, Invoice and Payment Schedule, under this contract the Subcontractor agrees to the terms and conditions as set forth in Section 7.7.**

The Payment Schedule sets forth the milestones ("Milestones") associated with the Project Schedule and deliverables of this contract. Subcontractor invoices must be matched to specific milestones. Invoices will be paid based on milestone percentage-of-completion, justified by appropriate documentation, and payment for any milestone will not exceed the 100% Milestone Invoice Amount shown in the Payment Schedule (Exhibit G).

If payments to the Subcontractor reach a maximum milestone limit before the Subcontractor has achieved 100% completion of such milestone, the Subcontractor shall bare any additional cost to achieve successful 100% attainment of such milestone; at no cost to the Recipient. If the Subcontractor exceeds a maximum milestone limit, the Subcontractor may contribute the additional expenses to Cost Share. (see Section 8.3, Cost Share and Exhibit H for further details).

The Subcontractor is responsible for managing its subcontractors and vendors and providing single consolidated invoices to the Recipient; in accordance with Exhibits C and H. Therefore, the Subcontractor's subcontractors and vendors shall invoice the Subcontractor directly. Further, it is the responsibility of the Subcontractor to communicate the required invoicing process to its employees and subcontractors, and it is the responsibility of the Subcontractor that its employees and subcontractors submit the proper billing documentation as described in Exhibit H, and in accordance with this contract including the guidelines as described in the Grant Sponsored Billing Process & Procedures and in Exhibit H.

During the term of this contract, at the end of each month, and no later than the 5<sup>th</sup> day of the following month, the Subcontractor shall furnish the Recipient an invoice that details its employees, subcontractors, and vendors project expenses along with the supporting documentation as described in Exhibit H and matched to milestones and percentage-of-completion thereof, achieved during that billing period ("month"). To avoid delays in the invoicing process the Recipient reserves the right to modify the Subcontractor's invoice and any supporting documentation. The Recipient shall notify the Subcontractor of such modifications. Failure by the Subcontractor to submit a product on time, according to the

Project Schedule (Exhibit E), will be considered material noncompliance with the Contract terms, unless the Recipient waives the failure in writing.

The Recipient will only pay the Subcontractor on a funds-received basis, and any Grant Sponsor retentions, disputes, and/or rejections of amounts invoiced by the Subcontractor will not be paid to the Subcontractor unless and until such funds are received by the Recipient. The Recipient will contact the Subcontractor within fifteen (15) days of receiving notice of any Grant Sponsor retentions, disputes, and/or rejections. The Recipient will help facilitate resolutions, but at the Recipient's sole discretion, the Recipient reserves the right to modify the Subcontractor's invoice and any supporting documentation in order to avoid broader invoicing and payment delays.

Upon receipt of payments from the Grant Sponsor that are attributable to a Subcontractor's invoice, the Recipient will pay the Subcontractor within thirty (30) days.

## **2. INVOICE AND PAYMENT PROCESS:**

**2.1 Remittance of Subcontractor's Invoice Packet to Recipient:** All Invoice Packets from the Subcontractor are to be sent via electronic email to the following Recipient's PAEC team members no later than the 5<sup>th</sup> day of each month – if the 5<sup>th</sup> lands on a Saturday Invoice Packets are due the day before, and if the 5<sup>th</sup> lands on a Sunday Invoice Packets are due the next business day:

- Frank Wasko, Project Manager – [frank@clean-coalition.org](mailto:frank@clean-coalition.org)
- Wendy Boyle, Grants & Contracts Manager – [wendy@clean-coalition.org](mailto:wendy@clean-coalition.org)

**2.2 Required Invoice Documentation:** The following documents constitute the required supporting documentation for the specific type of invoice from the Subcontractor's, its subcontractors and vendors invoices – the "Invoice Packet":

1) **"Percentage-of-Completion" Invoices:**

- a. Billing Documentation Checklist
- b. Billable Invoice
- c. Cost Share (In-Kind) Invoice (if applicable)
- d. "Percentage of Completion" justification report
- e. Progress Report – format and template will be determined by the Grant Sponsor
- f. Other documentation that supports the invoice (i.e. meeting agenda & minutes, webinar/workshop agenda & attendee list, reports, etc.)

2) **"Portion-of-Completion" Invoices:**

- a. Items 1a through 1f, including;
- b. "Portion-of-Percentage-Completion" justification report

3) **"Hourly-based" Invoices:**

- a. Items 1a, 1b, 1c, 1e, 1f including;
- b. Timesheets

- 4) **Vendor Invoices:** Vendor invoices relate to a service and/or product that has been purchased for the project and has been agreed to through the awarded Budget. A Vendor invoice that has not been pre-approved is considered an unallowable expenses as per Section 7.5 of this contract. Therefore, would need to be pre-approved in writing by the Recipient's signator to this Subcontractor Agreement.

The required documentation for Vendor invoices are as follows:

- a. Copy of the Vendors invoice
- b. Justification supporting the purchase – document identifying the Task and purpose of the purchase.

**2.3 Invoice Review Process:** in Exhibit H, the invoice review process represents the optimum process – complete, accurate and compliant invoices. This process is a Six-Step process; details of the entire invoice review process are described in the Grants Sponsored Billing Process & Procedures.

**Step 1:** The initial review is performed by the Recipient's Grants & Contracts Manager to ensure all compliance requirements have been met including any formatting criteria as per the Grant Sponsor's requirements, milestone achievement verification, all materials have been received and documents requiring signature have been signed accordingly (i.e. invoices, timesheets, progress reports, checklist).

**Step 2:** the Grants & Contracts Manager reviews the Subcontractor's Invoice Packet with the assigned Project Manager from the Recipient's team who confirms the following: milestone achievement is eligible for reimbursement, all documentation is received and signed accordingly as per the Billing Check List.

During Steps 1 and 2, without limiting the Recipient's right of review under this Contract, within fifteen (15) days following the Recipient's receipt of the Subcontractor's invoice, the Recipient will notify the Subcontractor concerning any invoiced amount or work performed that the Recipient disputes. To avoid delays in the invoicing process the Recipient reserves the right to modify the Subcontractor's invoice and any supporting documentation. The Recipient shall notify the Subcontractor of such modifications.

**Step 3:** Within fifteen (15) days of the Recipient approving a Subcontractor's invoice, the Recipient shall prepare and submit to the Grant Sponsor an invoicing package that incorporates the Recipient-approved invoicing information provided by the Subcontractor. The Recipient's invoice remittance process to the Grant Sponsor will be per their required invoice submission instructions. (i.e. electronic email, US Mail, online invoicing submission portal).

**Step 4:** Upon receipt of the Recipient's Invoice Package, the Grant Sponsor will begin their internal review process. The Recipient will contact the Subcontractor within fifteen (15) days of receiving notice of any Grant Sponsor retentions, disputes, and/or rejections. The Recipient will help facilitate resolutions, but at the Recipient's sole discretion, the Recipient

reserves the right to modify the Subcontractor's invoice and any supporting documentation in order to avoid broader invoicing and payment delays.

**Step 5:** Payment Authorization: the Grant Sponsor will authorize the issuance of Payment for the approved invoices and invoice amounts. This step includes the release of payment to the Recipient. The Recipient will help facilitate a timely turn-around time with the Grant Sponsor, however, the actual turn-around time for Step 5 is contingent upon the Grant Sponsor's invoicing and payment process of which the Recipient has no jurisdiction over.

**Step 6:** Payment to Subcontractor: Upon receipt of payments from the Grant Sponsor that are attributable to a Subcontractor's invoice, the Recipient will pay the Subcontractor within thirty (30) days.