

36011



RECIPIENT City of Long Beach	AGREEMENT NUMBER ARV-21-007
ADDRESS 411 West Ocean Ave Long Beach, CA 90802	AGREEMENT TERM 08/11/2021 to 06/30/2023 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): 18
Exhibit A-1 – Schedule of Products and Due Dates	Page(s): 2
Exhibit B – Budget	Page(s): 8
Exhibit B – Sub Budget Arup North America Ltd.	Page(s): 8
Exhibit C – CTP General Terms and Conditions	Page(s): 24
Exhibit C-1 – Streamlining Terms and Conditions	Page(s): 12
Exhibit D - Contacts	Page(s): 1

REIMBURSABLE AMOUNT \$ 200,000
MINIMUM MATCH SHARE REQUIRED \$
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH Share Required \$ 200,000
MINIMUM MATCH SHARE PERCENTAGE OF TOTAL ALLOWABLE PROJECT COSTS 0%

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 Adrienne Winuk Digitally signed by Adrienne Winuk Date: 2021.09.03 14:29:05 -07'00'	DATE 8/26/2021	AUTHORIZED SIGNATURE Linda F. Tatum	DATE 8/26/2021
NAME Adrienne Winuk		NAME LINDA F. TATUM	
TITLE Contracts, Grants, and Loans Office Manager		TITLE ASST CITY MANAGER	
CALIFORNIA ENERGY COMMISSION ADDRESS 1516 9th Street, MS 18, Sacramento, CA 95814			

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER
 APPROVED AS TO FORM
 August 25, 2021
 CHARLES PARKIN, City Attorney
 By



Exhibit A SCOPE OF WORK

TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2		Municipal Coordination and Stakeholder Engagement
3		Multilateral Policy, Zoning, and Planning Gap Analysis
4		Municipal Fleet Vehicles Demand and Gap Analysis
5	X	Regional ZEV Refueling Infrastructure Demand and Gap Analysis
6		Supporting Electric and Hydrogen Grid Infrastructure Gap Analysis
7		City Deployment Strategy and Knowledge Transfer
8		Project Fact Sheet
9		Blueprint

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	James Dumont (Build Momentum) April Walker (City of Long Beach)	Build Momentum (Momentum)	
2	April Walker (City of Long Beach) James Dumont (Momentum)	Momentum	
3	Katherine Perez (Arup) April Walker (City of Long Beach)	Arup North America Ltd. (Arup)	
4	Katherine Perez (Arup) April Walker (City of Long Beach)	Arup	
5	Katherine Perez (Arup) April Walker (City of Long Beach)	Arup	
6	Katherine Perez (Arup)	Arup	

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	James Dumont (Momentum)	Momentum	
7	James Dumont (Momentum) April Walker (City of Long Beach)	Momentum	
8	James Dumont (Momentum) April Walker (City of Long Beach)	Momentum	
9	Katherine Perez (Arup) James Dumont (Momentum)	Arup Momentum	

GLOSSARY

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

Term/ Acronym	Definition
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
City	City of Long Beach
Clean Transportation Program	Formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program
CPR	Critical Project Review
DER	Distributed Energy Resources
EVSE	Electric Vehicle Supply Equipment
FTD	Fuels and Transportation Division
MD/HD	Medium- and Heavy-Duty
Recipient	City of Long Beach
ZEV	Zero-Emission Vehicles and Equipment
DAC	Disadvantaged Community

BACKGROUND

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program (formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program). The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Program through January 1, 2024, and specifies that the CEC allocate up to \$20 million per year (or up to 20 percent of each fiscal year's funds) in funding for hydrogen station development until at least 100 stations are operational. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance, and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

The CEC issued GFO-20-601 entitled "Blueprints for Medium- and Heavy-Duty Zero-Emission Vehicle Infrastructure" under the CEC's Clean Transportation Program. To be eligible for funding under GFO-20-601, projects must also be consistent with the CEC's current Clean Transportation Program Investment Plan, updated annually. In response to GFO-20-601, the Recipient submitted Proposal #7 which was proposed for funding in the CEC's Notice of Proposed Awards on April 8, 2021. GFO-20-601 is 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. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Recipient's Application, the terms of this Agreement shall control.

Problem Statement:

Cities like Long Beach have made significant strides in planning for and deploying charging and fueling infrastructure for light-duty passenger zero-emission vehicles (ZEVs), yet substantial challenges, gaps, and barriers remain to enable the widespread deployment of infrastructure for medium-/heavy-duty (MD/HD) ZEVs. The City of Long Beach (Recipient or City) is uniquely positioned to plan for, support, and enable an accelerated MD/HD ZEV transition for privately-owned and municipal fleet operations because of many factors that express replicability to other cities and the State as a whole, including:

- Proximity to and jurisdiction over major transportation corridors and infrastructure in Los Angeles County and the San Pedro Bay Ports—I-710, I-405, SR 1, SR 19, and SR 103;
- Operation of its own municipal oil and gas utility service—Long Beach Energy Resources;
- Operation of its own municipal water utility—Long Beach Water;
- Operation of an international airport—Long Beach Airport;
- Operation of a major transit fleet—Long Beach Transit;
- Jurisdiction over one of the state’s most popular convention centers—Long Beach Convention & Entertainment Center; and,
- Ownership of 390 MD/HD vehicles, including material handling equipment, emergency services vehicles, street sweepers, transit buses, school buses, ambulances, fire trucks, two trucks, and refuse trucks.

Recipient seeks funding from the CEC to support its efforts to organize and convene its departments operating municipal MD/HD fleets, community-based organizations, industry stakeholders, utilities, and policy makers to develop and undertake a coordinated, holistic implementation strategy—the Blueprint—for deploying MD/HD ZEV fueling and charging infrastructure to directly plan its own municipal fleet transition and help enable private fleet transitions within the City’s boundary.

Goals of the Agreement:

The goal of this Agreement is to develop and implement a replicable strategy for accelerating the planning, adoption, and deployment of MD/HD ZEVs and ZEV infrastructure that directly targets municipal fleets and aims to support private fleets.

Objectives of the Agreement:

The objectives of this Agreement are to:

- Establish a Coordinating Committee among the Recipient’s municipal departments, emergency services, and gas utility to organize for the regional and facility-level planning and deployment of MD/HD ZEV infrastructure.
- Engage a broad stakeholder network to develop a comprehensive, economic, and equitable approach to rapidly deploying MD/HD ZEV infrastructure.
- Establish a baseline fleet energy demand model used to estimate municipal fleet facility impacts and City MD/HD ZEV infrastructure needs, potential extent of distribution system upgrades, and opportunities for reducing grid impact and improving resilience through distributed energy resource (DER) technologies.
- Develop a phased, holistic approach to regional infrastructure planning and deployment that maintains flexibility to react to changes in a nascent market with rapidly evolving technology while providing for equitable outcomes.
- Identify pathways toward enabling a municipal gas utility to enable the hydrogen economy and MD/HD FCEV fleet operations.

- Identify critical performance criteria important to MD/HD ZEV operators.
- Identify workforce education and training resources to prepare maintenance technicians for MD/HD ZEVs as well as ZEV charging and refueling infrastructure.
- Coordinate with public and private partners to identify financing mechanisms and funding sources that enable further progress in planning for and deploying MD/HD ZEV infrastructure.
- Develop a replicable and actionable MD/HD ZEV Infrastructure Blueprint enabling the City of Long Beach's transition to 100 percent ZEV operations by 2030.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures 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 Recipient shall:

- Attend a "Kick-Off" meeting with the CAM, 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 1.2)
 - Match fund documentation (Task 1.6) No reimbursable work may be done until this documentation is in place.
 - Permit documentation (Task 1.7)
 - Subcontracts needed to carry out project (Task 1.8)
 - The CAM's expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Progress Reports (Task 1.4)
 - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
 - Final Report (Task 1.5)

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

CAM Product:

- Kick-Off Meeting Agenda

Task 1.2 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.

The CAM may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

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. These meetings generally take place at the CEC, but they may take place at another location or remotely.
- Send the Recipient the 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. Prepare a schedule for providing the written determination described below.
- 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.
- Provide the Recipient with a written determination in accordance with the schedule. The written response 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
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 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, the Commission Grants Office Officer, 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 and the Grants Officer 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
- "Surviving" Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

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

Task 1.4 Monthly 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 Monthly 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. Each progress report is due to the CAM within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Monthly Progress Reports

Task 1.5 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, 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. 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.

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. 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 one bound copy of the Final Report with the final invoice.

Products:

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

Task 1.6 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 shall be spent concurrently or in advance of CEC funds for each task during the term of this Agreement. 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.
- Provide 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.
- Provide the appropriate information to the CAM if during the course of the Agreement additional match funds are received.

- Notify the CAM within 10 days if during the course of the Agreement existing match funds are reduced. 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 1.7 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 shall 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:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. 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 the appropriate information on each permit and an updated schedule to the CAM.
- As permits are obtained, send a copy of each approved permit to the CAM.

- 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:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- 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 1.8 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. It will also provide CEC an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the CAM for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the CAM.

Products:

- Letter describing the subcontracts needed, or stating that no subcontracts are required
- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

TASK 2 MUNICIPAL COORDINATION AND STAKEHOLDER ENGAGEMENT

The goal of this task is to convene City's MD/HD fleet operating municipal departments to coordinate the development of 100% zero-emission fleet transition strategies, and planning horizons. The City will engage community and industry stakeholders to establish a comprehensive knowledge base that informs and guides future planning and vehicle retirement efforts.

The Recipient shall:

- Host and facilitate a Partner Agency Workshop to establish goals and priorities.
- Provide a copy of the agenda and a Partner Agency Workshop Summary to the CAM.
- Develop a benefits realization framework to track and realize co-benefits that align with goals and priorities identified in the Partner Agency Workshop.
- Engage with financial institutions to communicate the intent of the MD/HD Blueprint and discuss funding opportunities and financing mechanisms.
- Provide a Financial Institution Engagement Summary to the CAM.
- Engage with electric and gas utilities to discuss opportunities for infrastructure synergies, preparing for a hydrogen future, and alignment with existing utility infrastructure plans and local infrastructure constraints.
- Provide a Utility Engagement Summary to the CAM.
- Engage with community-based organizations to formulate strategies for public outreach on ZEV benefits.
- Develop a Community Outreach Plan tailored to the community for public education on ZEV benefits. Provide a copy to the CAM.
- Engage with community colleges, labor groups and other organizations to collaborate on workforce development to identify gaps and develop training strategies.
- Provide a Summary of Identified Workforce Development Gaps and Strategies to the CAM.

Products:

- Partner Agency Workshop Agenda and Summary
- Financial Institution Engagement Summary
- Utility Engagement Summary
- Draft Community Outreach Plan
- Summary of Identified Workforce Development Gaps and Strategies

TASK 3 MULTILATERAL POLICY, ZONING, AND PLANNING GAP ANALYSIS

The goal of this task is to develop a comprehensive understanding of existing policies, zoning codes, ordinances, and regulations that influence the deployment of ZEVs and ZEV infrastructure. This information gathering effort will be leveraged to identify pathways and actionable strategies to best support rapid MD/HD ZEV adoption and ZEV infrastructure deployment.

The Recipient shall:

- Evaluate relevant departmental, local, and regional planning efforts to ensure alignment of the Blueprint with existing plans.

- Review policies, regulations, and zoning ordinances relevant to municipal MD/HD ZEV operations, maintenance, and refueling. Include assessment of policies to ensure equitable access to ZEV benefits for DACs, low-income communities, priority populations, and/or tribal lands.
- Identify barriers and gaps in ZEV policies, develop systematic recommendations for policy planning to tackle each stage of the ZEV lifecycle for effective deployment.
- Identify funding opportunities and mechanisms for fleet owners and operators; engage in discussions with green investment companies in the private and public sector to explore innovative methods for financing capital upgrades.
- Develop a Draft Summary of ZEV Policy Barriers and Best Practices and provide a copy to the CAM.

Products:

- Draft Summary of ZEV Policy Barriers and Best Practices

TASK 4 MUNICIPAL FLEET VEHICLES DEMAND AND CAPACITY ANALYSIS

The goal of this task is to evaluate the existing energy demands of municipal fleet operations and identify optimal technology replacements for transitioning fleet vehicles to ZEVs in alignment with desired co-benefits. Projections of existing and proposed energy demands at fleet facilities will also inform subsequent tasks related to infrastructure.

The Recipient shall:

- Submit a Request for Information (RFI) to partner agencies to solicit data on fleet inventories, facilities, and existing distributed energy resources.
- Review RFI responses to assess fleet inventories, facilities, and existing distributed energy resources.
- Review fleet facility site plans and local infrastructure capacities.
- Review fleet routes and operations, and existing on-route infrastructure.
- Conduct interviews with fleet specialist representatives from Partner Agencies to establish fleet logistical and operational requirements.
- Calculate and establish baseline demand profiles at fleet facilities to later quantify Blueprint load impacts.
- Identify appropriate market-available vehicle technology replacements for fleet inventory and highlight technology gaps; identify how policy could be utilized for filling technology gaps.
- Evaluate technically feasible fleet replacement pathways given capital constraints, legislation, technology availability and operational requirements.
- Develop a Draft Summary of Fleet Type Logistical and Operational Requirements and provide a copy to the CAM.

- Weigh technically-feasible pathways against one another – through estimation of key performance indicators such as costs, carbon reductions, criteria air pollutant reductions, operational cost savings – to determine an optimal pathway that best aligns with stakeholder interests.
- Calculate and establish Blueprint demand profiles for transitioning all City-owned MD/HD vehicles to ZEV technologies to match regulatory targets and city objectives. Develop Draft Baseline Energy Demand Profiles and Draft Blueprint Fleet Energy Demand Profiles and provide to the CAM.
- Develop a draft Fleet Vehicle Replacement Plan. Outline plan with actions and milestones for fleet replacements that align with capital constraints, legislation and co-benefit priorities; identify next steps in addressing any technology gaps.
- Provide a copy of the Draft Fleet Vehicle Replacement Plan to the CAM.

Products:

- Draft Summary of Fleet Type Logistical and Operational Requirements
- Draft Baseline Fleet Energy Demand Profiles
- Draft Blueprint Fleet Energy Demand Profiles
- Draft Fleet Vehicle Replacement Plan

TASK 5 REGIONAL ZEV REFUELING INFRASTRUCTURE DEMAND AND CAPACITY ANALYSIS

The goal of this task is to outline a plan for MD/HD ZEV refueling infrastructure deployment by evaluating refueling technologies and utility demands of the proposed ZEV fleets. This task also aims to map refueling site areas on a regional level to highlight optimal placement and facilitate coordination with utilities.

The Recipient shall:

- Evaluate market-ready and emerging charging and refueling technologies; assess associated electrical, gas, and water utility infrastructure requirements.
- Estimate rough-order-of-magnitude projections of non-municipal MD/HD resource demands based on fleet numbers / benchmarks (e.g. from DMV data cross-referenced to business registration data), to inform subsequent evaluation of opportunities for publicly accessible MD/HD ZEV infrastructure.
- Work with utility stakeholders to assess infrastructure implications of proposed fleet transition pathway, including mapping of desired fleet-designated refueling site areas; consider appropriate areas for hosting publicly-accessible MD/HD ZEV infrastructure, including along major freight corridors. Provide a copy of the draft ZEV Refueling Infrastructure Map to the CAM.
- Outline plan with actions and milestones for MD/HD ZEV infrastructure deployments that align with capacity constraints, legislation and co-benefit priorities; identify next steps in addressing any technology gaps.

Products:

- Draft ZEV Refueling Infrastructure Map

TASK 6 SUPPORTING ELECTRIC AND HYDROGEN GRID INFRASTRUCTURE GAP ANALYSIS

The goal of this task is to understand and plan for how the local electric and gas utilities can position themselves to best support the ZEV transition in MD/HD applications.

The Recipient shall:

- Identify electric and hydrogen utility-level infrastructure limitations at mapped refueling stations; highlight locations where additional electric/gas grid support may be needed.
- Meet with SCE, Long Beach Energy Resources and/or SoCalGas to identify gaps and strategies in electricity and hydrogen production, transmission, distribution and end-use. Communicate preliminary estimates of demand levels to discuss scale of required infrastructure accurately.
- Identify barriers to expansion of electric and hydrogen infrastructure in Long Beach, including but not limited to regulatory, permitting, safety, public awareness, supply chain, and capital barriers.
- Identify steps already taken or that will need to be taken in order to ensure a safety plan is in place for needed hydrogen refueling infrastructure
- Develop a draft Electric and Hydrogen Grid Infrastructure Development Plan for meeting infrastructure needs to support the proposed ZEV transition plan - map refueling site needs for delivery; identify and propose policy gaps; develop next steps for larger cross-organizational infrastructure developments (e.g. on production and transmission side). Provide a copy to the CAM.

Products:

- Draft Electric and Hydrogen Grid Infrastructure Development Plan

TASK 7 CITY DEPLOYMENT STRATEGY AND KNOWLEDGE TRANSFER

The goal of this task is to leverage the outcomes of Tasks 2-6 to present a Preliminary Fleet Transition Plan to partner agencies to solicit feedback for revisions. The City will then disseminate findings in the revised plan to a diversity of stakeholders through electronic media, workshops, conferences and/or industry meetings. The other key deliverable included in this task is the development of a Roadmap for Citywide MD/HD ZEV Fleet Transition Planning. This roadmap will be publicly available once finalized and will explore challenges, consideration and best practices in city-wide ZEV fleet transitioning while utilizing the City of Long Beach as a case study.

The Recipient shall:

- Draft a Preliminary Fleet Transition Plan. Provide a copy to the CAM.
- Host and facilitate a Partner Agency Workshop 2 to go through the Preliminary Fleet Transition Plan and solicit feedback.

- Provide a copy of the agenda and a Partner Agency Workshop 2 Summary to the CAM.
- Revise Preliminary Fleet Transition Plan accordingly upon input from partner agencies.
- Compile findings from Tasks 2-6 to develop a Roadmap for MD/HD ZEV Fleet Transition Planning that utilizes the City of Long beach as a case study. Explore challenges, considerations and best practices in city-wide ZEV fleet transition by including the following:
 - Methodology: Description of Blueprint approach to stakeholder engagement, policy, technology and infrastructure gap analyses
 - Fleet Types: Overview of fleet compositions to consider as well as their operational and logistical requirements
 - Stakeholders: Overview of pertinent stakeholders to consider and methods for engagement
 - Policy: Barriers and best practices
 - Financial: Identify funding opportunities and mechanisms for security in implementation
 - Technology: Overview of market availability and projections, and effective methods for fleet replacement prioritization
 - Infrastructure: Overview of infrastructure considerations and pathway for progressing utility infrastructure to support ZEV deployment
 - Transition Plan in Action: Exemplify the final outcome of the MD/HD ZEV transition planning by utilizing City of Long Beach's as a case study; pair plan with assessment of co-benefits
- Provide a copy of the draft Roadmap for Citywide MD/HD ZEV Fleet Transition Planning to the CAM.
- Engage stakeholder – elected officials, community-based organizations, municipalities, industry, and utilities—through conferences, workshops, AB 617 CAPP workgroup, and diverse media to share the findings and results of the Blueprint effort.
- Develop a Blueprint Dissemination Engagement Summary and provide to the CAM.

Products:

- Draft Preliminary Fleet Transition Plan
- Partner Agency Workshop 2 Agenda and Summary
- Draft Roadmap for Citywide MD/HD ZEV Fleet Transition Planning
- Blueprint Dissemination Engagement Summary

TASK 8 PROJECT FACT SHEET

The goal of this task is to develop an initial and final project fact sheet that describes the CEC-funded project and the benefits resulting from the project for the public and key decision makers.

The Recipient shall:

- Prepare an Initial Project Fact Sheet at start of the project that describes the project and the expected benefits. Use the format provided by the CAM.
- Prepare a Final Project Fact Sheet at the project's conclusion that describes the project, the actual benefits resulting from the project, and lessons learned from implementing the project. Use the format provided by the CAM.
- Provide at least (6) six High Quality Digital Photographs (minimum resolution of 1300x500 pixels in landscape ratio) from the project.

Products:

- Initial Project Fact Sheet
- Final Project Fact Sheet
- High Quality Digital Photographs

TASK 9 BLUEPRINT

The goal of this task is to formalize the information gathered through Tasks 2-7 into a formal, replicable Blueprint that can be shared with key stakeholders to support the accelerated adoption of ZEVs and ZEV infrastructure technologies.

The Recipient shall:

- Provide an overview of Blueprint methodology and submit to the CAM.
- Document the Final ZEV Fleet Transition Plan including actions and milestones for vehicle replacement and infrastructure developments:
 - Step-by-step plan with a timeline of actions, including estimates of capital and operational expenditures.
 - Mapping of stationary and en-route refueling sites.
 - Demand Impacts – Comparison of Baseline and Blueprint Demand Profiles.
 - Draft Electric and Hydrogen Grid Infrastructure Development Plan.
 - Targets for greenhouse gas, criteria air pollutant and toxic air contaminant reductions.
 - Summary of Job Creation – Summarize the types of jobs that will be created for the local community and strategies for continued workforce development.
 - Summary of DAC Benefits – Identify benefits that would accrue to DACs, low-income communities, priority populations, and/or tribal lands.
 - Final Community Outreach Plan.

- Provide a final version of the Roadmap for Citywide MD/HD ZEV Fleet Transition Planning to be publicly available.

Products:

- Outline of Blueprint Methodology
- Draft Blueprint
- Final Blueprint
- Final Roadmap for Citywide MD/HD ZEV Fleet Transition Planning

Exhibit A-1

Schedule of Products and Due Dates

1.1 Attend Kick-off Meeting		
	Updated Schedule of Products	<u>10/15/2021</u>
	Updated List of Match Funds	<u>10/15/2021</u>
	Updated List of Permits	<u>10/15/2021</u>
	Kick-Off Meeting Agenda (CEC)	<u>10/13/2021</u>
1.2 Critical Project Review Meetings		
1st CPR Meeting	CPR Report	<u>2/15/2022</u>
	Written determination (CEC)	<u>2/28/2022</u>
1.3 Final Meeting		
	Written documentation of meeting agreements	<u>4/14/2023</u>
	Schedule for completing closeout activities	<u>4/14/2023</u>
1.4 Monthly Progress Reports		
	Monthly Progress Reports	The 10th calendar day of each month during the approved term of this Agreement
1.5 Final Report		
	Final Outline of the Final Report	<u>1/27/2023</u>
	Draft Final Report (no less than 60 days before the end term of the agreement)	<u>2/10/2023</u>
	Final Report	<u>4/14/2023</u>
1.6 Identify and Obtain Match Funds		
	A letter regarding match funds or stating that no match funds are provided	<u>10/13/2021</u>
	Copy(ies) of each match fund commitment letter(s) (if applicable)	<u>10/13/2021</u>
	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
1.7 Identify and Obtain Required Permits		
	Letter documenting the permits or stating that no permits are required	<u>10/13/2021</u>
	A copy of each approved permit (if applicable)	Within 10 days of receiving each permit
	Updated list of permits as they change during the term of the Agreement (if applicable)	Within 10 days of change in list of permits
	Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 10 days of change in schedule for obtaining permits

Exhibit A-1

1.8	Obtain and Execute Subcontracts Letter describing the subcontracts needed, or stating that no subcontracts are required	<u>10/15/2021</u>
	Draft subcontracts	15 days prior to the scheduled execution date
	Final subcontracts	Within 10 days of execution
2	Municipal Coordination and Stakeholder Engagement	
	Partner Agency Workshop Agenda and Summary	<u>1/14/2022</u>
	Financial Institutions Engagement Summary	<u>1/14/2022</u>
	Utility Engagement Summary	<u>1/14/2022</u>
	Draft Community Outreach Plan	<u>1/14/2022</u>
	Summary of Identified Workforce Development Gaps and Strategies	<u>1/14/2022</u>
3	Multilateral Policy, Zoning and Planning Gap Analysis Draft Summary of ZEV Policy Barriers and Best Practices	<u>3/18/2022</u>
4	Municipal Fleet Facilities Demand and Capacity Analysis Draft Summary of Fleet Type Logistical and Operational Requirements	<u>5/13/2022</u>
	Draft Baseline Fleet Energy Demand Profiles	<u>5/13/2022</u>
	Draft Blueprint Fleet Energy Demand Profiles	<u>5/13/2022</u>
	Draft Fleet Vehicle Replacement Plan	<u>5/13/2022</u>
5	Regional ZEV Refueling Infrastructure Demand and Capacity Analysis Draft ZEV Refueling Infrastructure Map	<u>7/15/2022</u>
6	Supporting Electric and Hydrogen Grid Infrastructure Gap Analysis Draft Electric and Hydrogen Grid Infrastructure Development Plan	<u>9/16/2022</u>
7	City Deployment Strategy and Knowledge Transfer Draft Preliminary Fleet Transition Plan	<u>1/13/2023</u>
		<u>1/13/2023</u>
	Partner Agency Workshop 2 Agenda and Summary	<u>1/13/2023</u>
	Draft Roadmap for Citywide MHD ZEV Fleet Transition Planning	<u>1/13/2023</u>
	Blueprint Dissemination Engagement Summary	<u>1/13/2023</u>
8	Project Fact Sheet Initial Project Fact Sheet	<u>10/15/2021</u>
	Final Project Fact Sheet	<u>4/14/2023</u>
	High Quality Digital Photographs	<u>4/14/2023</u>
9	Blueprint Outline of Blueprint	<u>2/17/2023</u>
	Draft Blueprint	<u>3/17/2023</u>
	Final Blueprint	<u>4/14/2023</u>
	Final Roadmap for Citywide MHD ZEV Fleet Transition Planning	<u>4/14/2023</u>

Category Budget

Name of Organization	City of Long Beach
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- ☒ Contractor/Recipient ☐ Subcontractor
☐ Small Business ☐ Micro Business ☐ Disabled Veteran Business Enterprise (DVBE)

Cost Category	Energy Commission Reimbursable Share	Match Share	Total
Direct Labor	\$ 15,428	\$ -	\$ 15,428
Fringe Benefits	\$ 5,554	\$ -	\$ 5,554
Total Labor	\$ 20,981	\$ -	\$ 20,981
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ -	\$ -	\$ -
Subcontractors	\$ 175,693	\$ -	\$ 175,693
Total Other Direct Costs	\$ 175,693	\$ -	\$ 175,693
Indirect Costs	\$ 3,325	\$ -	\$ 3,325
Profit (not allowed for grant recipients)		\$ -	\$ -
Total Indirect and Profit	\$ 3,325	\$ -	\$ 3,325
Grand Totals	\$ 200,000	\$ -	\$ 200,000

Hourly Rates						
Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per hour)	# of Hours	Energy Commission Funds	Match Share	Total
ker	Project Management Officer	\$57.00	135	\$ 7,695	\$ -	\$
ick	Capital Projects Coordinator	\$48.82	95	\$ 4,638	\$ -	\$
dabas, Christine ge Godinez	Administrative Analyst	\$47.61	65	\$ 3,095	\$ -	\$
				\$ -	\$ -	\$
				\$ -	\$ -	\$
Hourly Direct Labor Totals				\$ 15,428	\$ -	\$

Monthly Salary Rates						
Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per month)	# of Months	Energy Commission Funds	Match Share	Total
		\$ -		\$ -	\$ -	\$
		\$ -		\$ -	\$ -	\$
Monthly Direct Labor Totals				\$ -	\$ -	\$

				Energy Commission Funds	Match Share	Total
Direct Labor Grand Totals				\$ 15,428	\$ -	\$

Fringe Benefit Base Description Employee or Job Classification/Title)	Max. Fringe Benefit Rate (%)	Direct Labor Costs (\$)	Energy Commission Funds	Match Share	Total
Classifications	36.00%	\$ 15,428	\$ 5,554	\$ -	\$ -
	0.00%	\$ -	\$ -	\$ -	\$ -
Fringe Benefit Totals		\$ 15,428	\$ 5,554	\$ -	\$ -

Risk No.	Traveler's Name and/or Classification	Departure and Destination	Trip Purpose	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$
				\$ -	\$ -	\$
Total:				\$ -	\$ -	\$

sk).	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -	\$
				\$ -	\$ -	\$ -	\$
Total:					\$ -	\$ -	\$

ask No.							
	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -	\$
				\$ -	\$ -	\$ -	\$
Total:					\$ -	\$ -	\$

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total
6, 9	Build Momentum, Inc. (Momentum)	Community and Stakeholder Engagement, Knowledge Transfer, and Grant Management	SB	\$ 49,996	\$ -	\$ 49,996
5,	Arup North America Ltd. (Arup)	Business Case Development		\$ 125,697	\$ -	\$ 125,697
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
Total:				\$ 175,693	\$ -	\$ 175,693

Indirect Cost(s)

ame of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Indirect Cost Base Amount	Energy Commission Funds	Match Share	Total
eneral Overhead	21.55%	Direct Labor	\$ 3,325	\$ 3,325	\$ -	\$ 3,325
	0.00%		\$ -	\$ -	\$ -	\$ -
Total:				\$ 3,325	\$ -	\$ 3,325

Profit

(Profit is not allowed for Grant Recipients)

Profit Rate	Profit Base Description	Profit Base Amount	Energy Commission Funds	Match Share	Total
			\$ -	\$ -	\$ -
Total:			\$ -	\$ -	\$ -

Name of Organization	Arup North America Ltd
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☐ Contractor/Recipient
 ☒ Subcontractor
 ☐ Small Business
 ☐ Micro Business
 ☐ Disabled Veteran Business Enterprise (DVBE)

Cost Category	Energy Commission Reimbursable Share	Match Share	Total
Direct Labor	\$ 38,335	\$ -	\$ 38,335
Fringe Benefits	\$ 24,626	\$ -	\$ 24,626
Total Labor	\$ 62,961	\$ -	\$ 62,961
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ -	\$ -	\$ -
Subcontractors	\$ -	\$ -	\$ -
Total Other Direct Costs	\$ -	\$ -	\$ -
Indirect Costs	\$ 51,309	\$ -	\$ 51,309
Profit (not allowed for grant recipients)	\$ 11,427	\$ -	\$ 11,427
Total Indirect and Profit	\$ 62,736	\$ -	\$ 62,736
Grand Totals	\$ 125,697	\$ -	\$ 125,697

Hourly Rates						
Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per hour)	# of Hours	Energy Commission Funds	Match Share	Total
James Perez	Project Director & Cities Leader	\$104.62	50	\$ 5,231	\$ -	\$
James Howell	Project Manager	\$104.62	70	\$ 7,323	\$ -	\$
James Harts, Geoff Gunn, Jakefield	Associate Principal	\$104.62	20	\$ 2,092	\$ -	\$
James Azadeh, Tasha Darby Rowland	Associate	\$71.54	40	\$ 2,862	\$ -	\$
James Torres, Steve Zera Fahim, Roland Sarah McDowell	Senior Consultant	\$63.44	40	\$ 2,538	\$ -	\$
James Foster, Emmington, Tara Catherine Buck, Tom In Dennis, Amber	Consultant	\$45.63	200	\$ 9,126	\$ -	\$
James Haribian, Jim Krieg, Chris, Dan Candy	Senior Engineer	\$63.44	20	\$ 1,269	\$ -	\$
James , Milad Nahad, Shane	Engineer	\$45.63	40	\$ 1,825	\$ -	\$
James McNeil, Mecca Islam, Torres, Janelle Pezel	Project Administrator	\$35.23	56	\$ 1,973	\$ -	\$
James a Lustado	Senior Digital Analyst	\$51.20	80	\$ 4,096	\$ -	\$
Hourly Direct Labor Totals				\$ 38,335	\$ -	\$

Monthly Salary Rates						
Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per month)	# of Months	Energy Commission Funds	Match Share	Total
		\$ -		\$ -	\$ -	\$
		\$ -		\$ -	\$ -	\$
Monthly Direct Labor Totals				\$ -	\$ -	\$
				Energy Commission Funds	Match Share	Total
Direct Labor Grand Totals				\$ 38,335	\$ -	\$

Fringe Benefit Base Description Employee or Job Classification/Title)	Max. Fringe Benefit Rate (%)	Direct Labor Costs (\$)	Energy Commission Funds	Match Share	Total
ssifications	64.24%	\$ 38,335	\$ 24,626	\$ -	\$ 24,626
	0.00%	\$ -	\$ -	\$ -	\$ -
Fringe Benefit Totals		\$ 38,335	\$ 24,626	\$ -	\$ 24,626

sk .	Traveler's Name and/or Classification	Departure and Destination	Trip Purpose	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$
				\$ -	\$ -	\$
Total:				\$ -	\$ -	\$

ask). Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
			\$ -	\$ -	\$ -	\$
			\$ -	\$ -	\$ -	\$
Total:				\$ -	\$ -	\$

sk).	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -	\$
				\$ -	\$ -	\$ -	\$
Total:					\$ -	\$ -	\$

sk). il:	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$
				\$ -	\$ -	\$
				\$ -	\$ -	\$

Indirect Cost(s)

ame of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Indirect Cost Base Amount	Energy Commission Funds	Match Share	Total
General Overhead	133.84%	Direct Labor	\$ 38,335	\$ 51,309	\$ -	\$ 51,309
	0.00%		\$ -	\$ -	\$ -	\$ -
	0.00%		\$ -	\$ -	\$ -	\$ -
Total:				\$ 51,309	\$ -	\$ 51,309

Profit

(Profit is not allowed for Grant Recipients)

Profit Rate	Profit Base Description	Profit Base Amount	Energy Commission Funds	Match Share	Total
10.00%	Maximum amount	\$ 114,270	\$ 11,427	\$ -	\$ 11,427
Total:			\$ 11,427	\$ -	\$ 11,427

EXHIBIT C
CLEAN TRANSPORTATION PROGRAM TERMS AND CONDITIONS

TABLE OF CONTENTS

SECTION	PAGE NO.
1. Grant Agreement.....	2
2. Documents Incorporated by Reference	2
3. Funding Limitations	3
4. Due Diligence	3
5. Products.....	3
6. Reports.....	3
7. Publications - Legal Statement on Reports and Products	5
8. Changes to the Agreement.....	5
9. Contracting and Procurement Procedures	7
10. Bonding and Insurance	8
11. Permits and Clearances.....	8
12. Equipment.....	8
13. Termination.....	8
14. Stop Work	9
15. Travel and Per Diem.....	9
16. Standard of Performance	10
17. Payment of Funds	11
18. Fiscal Accounting Requirements	13
19. Indemnification.....	16
20. Workers' Compensation Insurance	16
21. General Provisions	16
22. Certifications and Compliance.....	18
23. Site Visits	20
24. Confidentiality	20
25. Budget Contingency Clause	21
26. Public Works -- Payment of Prevailing Wages	21
27. Intellectual Property.....	24

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, formerly known as the Alternative and Renewable Fuel and Vehicle Technology 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 no later than 60 days prior to the end of the Agreement term. 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.

The Recipient may only submit a request for the final payment (including any retention) after the final report is completed, submitted to the CAM, all special conditions have been met, and Clean Transportation Program management has verified satisfactory completion of work.

c. **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.

d. **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 unilateral 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").

All subcontracts must be submitted to the CAM for review prior to execution. 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.
- 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.
- Public Work -- Payment of Prevailing Wages Generally Required by Law provisions 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.

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: https://www.energy.ca.gov/sites/default/files/2019-05/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:

- 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;
- 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
- 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 (1) and (2) 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 the Energy Commission along with the draft Final Report 60 days prior to the end of the Agreement term.

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”

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. Confidentiality

a. Information Considered Confidential

Confidential information is information designated confidential pursuant to the procedures specified in 20 CCR 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

b. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential 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 Information and presented in a sealed package to the Commission Agreement Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.

c. **Submittal of Unanticipated Confidential Information as a Deliverable**

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated 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 the Attachment to this Exhibit.

d. **Disclosure of Confidential Information**

Disclosure of Confidential 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. 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.

26. 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.

27. *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.

Exhibit D CONTACT LIST

California Energy Commission	Recipient
<p>Commission Agreement Manager:</p> <p>Ian Baird California Energy Commission 1516 Ninth Street, MS-27 Sacramento, CA 95814 Phone: (916) 807 e-mail: ian.baird@energy.ca.gov</p>	<p>Project Manager:</p> <p>April Walker City of Long Beach 411 W Ocean Blvd Long Beach, CA 90802 Phone: (562) 570-6561 e-mail: april.walker@longbeach.gov</p>
<p>Commission Agreement Office</p> <p>California Energy Commission 1516 Ninth Street, MS-18 Sacramento, CA 95814</p>	<p>Administrator:</p> <p>Katrina Aceves Momentum 801 K Street, Suite 2700 Sacramento, CA 95814 Phone: (562) 485-8473 e-mail: katrina@buildmomentum.io</p>
<p>Accounting Office</p> <p>California Energy Commission 1516 Ninth Street, MS-2 Sacramento, CA 95814</p>	<p>Accounting Officer:</p> <p>Hartono Tai City of Long Beach 411 W Ocean Blvd Long Beach, CA 90802 Phone: (562) 570-6255 e-mail: hartono.tai@longbeach.gov</p>
<p>Legal Notices:</p> <p>Tatyana Yakshina Grants Manager 1516 Ninth Street, MS-18 Sacramento, CA 95814 Phone: (916) 827-9294 e-mail: tatyana.yakshina@energy.ca.gov</p>	<p>Recipient Legal Notices:</p> <p>Tom Modica City Manager City of Long Beach 411 W Ocean Blvd Long Beach, CA 90802 Phone: (562) 570-5190 e-mail: tom.modica@longbeach.gov</p>