

Request for Proposal (RFP)

for Design and Engineering Services for the Electric
Vehicle Charging Network Phase II Project

RFP-23-501



Redwood Coast Energy Authority

www.RedwoodEnergy.org

Responses to this RFP due by 1:00pm PDT on
September 21st, 2023 via email to
procurement@redwoodenergy.org

NOTICE INVITING PROPOSALS FOR DESIGN AND ENGINEERING SERVICES FOR THE ELECTRIC VEHICLE CHARGING NETWORK PHASE II PROJECT

NOTICE IS HEREBY GIVEN that Redwood Coast Energy Authority (RCEA) is seeking proposals from qualified firms for Design and Engineering Services for the Electric Vehicle Charging Network Phase II Project.

Responses to this Request for Proposal (RFP) will be accepted in electronic format only, until September 21, 2023 at 1:00 p.m. Responses to this solicitation received after the stated deadline will not be accepted.

Proposals shall be delivered by electronic mail to procurement@redwoodenergy.org with a subject line: "RFP-23-501". Electronic copies shall be searchable PDF format and may be delivered as a zipped file or via VPN.

All responses must be completed as required, signed by an officer of the firm who is authorized to enter into a binding agreement with RCEA on behalf of the firm, and must be received at the place and by the time designated above.

All notifications, updates and addenda will be posted on RCEA's Contracting page at <https://redwoodenergy.org/contracting/>. Changes to this RFP, if any, will be issued by RCEA as separate addenda and posted to this page. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

It is the Proposer's sole responsibility to ensure that their proposal, inclusive of any or all addenda, is received by RCEA at the stated time in the required format. Any proposal received after the scheduled closing time for receipt of proposals will not be considered and will remain unopened.

Proposals must be submitted to RCEA as set forth in this Request for Proposal document. Unless otherwise specified, proposals submitted by any other method than that set forth herein will be disqualified.

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SECTION I – PROJECT INTRODUCTION AND OVERVIEW

Introduction

The Redwood Coast Energy Authority (RCEA) was formed in 2003 as a Joint Powers Authority (JPA), a local government agency of the State of California. RCEA is governed by an eleven-member Board of Directors comprised of representatives from each of its member agencies, including the Blue Lake Rancheria, County of Humboldt, the Cities of Arcata, Blue Lake, Eureka, Ferndale, Fortuna, Rio Dell and Trinidad, the Humboldt Municipal Water District, and the Yurok Tribe.

RCEA’s mission is to develop and implement sustainable energy initiatives that reduce energy demand, increase energy efficiency, and advance the use of clean, efficient and renewable resources available in the region. In 2017, RCEA became a community choice aggregator (CCA) and currently serves 93% of eligible electricity customers within its jurisdiction.

RCEA currently owns, operates, and maintains a network of twenty-seven (27) publicly available electric vehicle charging stations (EVCS) offering fifty-two (52) Level-2 charging ports to communities across Humboldt County.

General Information

The Redwood Coast Energy Authority is soliciting proposals from qualified firms for Design and Engineering Services for the Electric Vehicle Charging Network Phase II Project. This EVCS network expansion project is funded by the California Energy Commission’s (CEC’s) Clean Transportation Program (CTP) based on the RCEA’s response to the CEC’s Grant Funding Opportunity (GFO) for Clean Transportation Program’s Rural Electric Vehicle Charging. RCEA was awarded this grant funding in 2023 via the grant agreement titled Alternative and Renewable-Fuel Vehicle ARV-22-008 (“ARV-22-008 Grant”).

The goal of the ARV-22-008 Grant is to increase rural charging access and build community resilience in rural areas in Humboldt County. This grant-funded project will expand RCEA’s current network of EVCS by adding a total of thirty-two (32) Level-2 charging ports by installing sixteen (16) dual-port, Level-2 EVCS at ten (10) strategic community hub locations across Humboldt County.

Description of Work

The purpose of this RFP is to solicit proposals from qualified firms to provide civil and electrical design and engineering services for RCEA’s grant-funded EVCS network expansion. The work will consist of project coordination, engineering and design, and the production of a final construction plan set that includes all civil and electrical designs, engineering, and specifications to be used in the during installation at each of the 10 installation sites detailed in Attachment 1: Site Details. Each site will require civil and electrical design and engineering services as described in the Scope of Work.

Proposal Evaluation Schedule

Table 1 identifies the estimated dates/time frame for receipt, evaluation, and award of the work specified in this RFP. Please note the following key dates, when preparing your response to this RFP.

Table 1 – Proposal Evaluation Schedule

| | |
|--|--------------------------------|
| Distribution of RFP | August 28, 2023 |
| Deadline for Questions | 4:00pm PDT, September 11, 2023 |
| Responses to Written Questions Regarding RFP | September 13, 2023 |
| Proposal Due Date | 1:00pm PDT, September 21, 2023 |
| Firm Interviews, as needed | Week of September 25, 2023 |
| Contract Award | September 28, 2023 |

Evaluation and Selection Process

A committee will review, evaluate and rank each submittal to determine if it meets the RFP requirements. Failure to meet the requirements set forth in the RFP will be cause for eliminating the Proposer from further consideration.

The RCEA governing Board of Directors will award the contract based on the final rankings of the selection committee.

The committee may interview any or all Proposers. The evaluation criteria and weighting are as follows:

| <u>Evaluation Criteria</u> | <u>Weight of Score</u> |
|---|------------------------|
| Past performance and qualifications of the team members on design of EV charging station installations of the size and configuration specified in the Scope of Work.. Familiarity with and capacity to handle all aspects of the work. | 25% |
| Ability to complete the project within the proposed time frame outlined in the Scope of Work. | 20% |
| Technical approach and understanding, preparation of project specific plans and specifications for EV charging stations in accordance to State of California Requirements, Americans with Disabilities Act of 1990 Requirements, and PG&E Greenbook requirements. | 10% |
| Knowledge and experience with local projects. | 7.5% |
| Additions, Deletions and/or Exceptions taken to the Standard Agreement | 7.5% |
| Cost and fees. | 30% |

SECTION II – PROPOSAL REQUIREMENTS

The proposal should respond to the requirements set forth herein. In addition, Proposers need to demonstrate their capabilities, background, expertise, etc. in order for RCEA to effectively evaluate the proposals, and award to the firm that provides the best value to RCEA based on the selection criteria in Section I. At a minimum, the information described below must be included in the proposal.

A. General Requirements

- An understanding of the project and approach to accomplish the work in a timely and acceptable manner.
- A detailed description of the services to be provided based on the firm's understanding of the project scope; include a list of anticipated drawings.
- A detailed work schedule for all work and time frame for items of work.
- A project organization and staffing chart.
- Identification of the individual who will have overall responsibility for the project and who must be a licensed Professional Engineer (Civil and/or Electrical) in the State of California.
- A resume of the key staff who will be working on this project, including specific experience on similar projects.
- List of Subcontractors (see Exhibit A). Include a full description of the subcontractor's experience and personnel in the Statement of Qualifications.
- Firm's Business Information (see Exhibit B).
- A not-to-exceed fee based on the services outlined in the Scope of Work.
- At the time of the opening of proposals each Proposer shall be presumed to have read and be thoroughly familiar with the RFP and proposal requirements (including all Addenda).

B. Executive Summary

- A brief summary of the firm's origin, background, and size of the company, an overall organizational chart, the overall capabilities of the organization, appropriate licenses and certifications, and proximity of company's resources to RCEA's offices and facilities.
- Name(s) of person(s) authorized to represent the firm, authorized to answer questions and bind the firm, including the person(s) title and contact information.
- A summary of the qualifications and licenses held by key staff assigned to the project and an affirmative statement that the firm and all assigned key professional staff are properly licensed to practice in California.
- A list of any professional relationships involving RCEA for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed work.

The Executive Summary shall be no more than 3 pages.

C. Statement of Qualifications

Qualifications and Experience (Firm and Personnel)

- A description of the firm's expertise related to services requested and a full discussion of the company's recent experience directly related to designing EV Charging Station installations.
- Resumes of key people that describe experience and qualifications, educational background, and skills.

The design professional responsible for and in charge of the project must be a licensed Professional Engineer (Civil and/or Electrical) in the State of California.

Availability

- A briefly description of the firm's ability to meet RCEA's needs in a consistent and timely manner.

References

- Three (3) former local government (preferred) or private clients for whom comparable services have been performed within the last five (5) years, with a description of the project(s), completion date(s), and approximate cost. Include the name, mailing address, telephone number, and email address of each referenced client's principal representative.

D. Project Fee Proposal

- A detailed personnel-hour estimate by personnel classification for the major portions of the work broken down for each task, milestone report and/or plan deliverable.
- Fees for any subcontractors.
- A total not-to-exceed fee estimate based on services outlined in Scope of Work.

The method of compensation shall be based on a time and expense basis subject to a not-to-exceed amount to complete the project. Proposed rates shall be effective for the term of the contract.

E. Additions, Deletions and/or Exceptions

The successful Proposer will be expected to execute RCEA's Standard Agreement (attached as Exhibit C). The Proposer may note any additions, deletions and/or exceptions to the Standard Agreement by listing on a separate page 1) the specific Standard Agreement provision proposed for revision, 2) the proposed revision, and 3) the reason for the proposed revision. Please note that proposing revisions to the Standard Agreement is strongly discouraged. If there are no proposed revisions, please note in the form: "There are none".

F. Other Requirements

Proposal Term. RCEA reserves the right to withhold award of contract for a period of ninety (90) days following RFP opening. All proposals received are considered firm for that 90-day period.

Standard Agreement, Flow Down Terms. After award of contract, RCEA must obtain approval from the California Energy Commission Agreement Manager prior to execution of the Standard Agreement. Thereafter, an execution-ready Standard Agreement will be sent to the successful Proposer for execution within 5 business days. Consultant shall comply with all provisions of the

Standard Contract including all ARV-22-008 Grant Flow Down Terms. Any additional terms and conditions requested or comments by Proposer must be submitted with the proposal (Section II.E. Additions, Deletions and/or Exceptions) and will be considered as part of the selection/negotiation process.

Requests for Information/Clarification. Any questions as to the meaning of the Scope of Work and/or Technical Specifications or other pre-proposal documents must be directed to the Project Manager, Mike Avcollie, and submitted electronically to procurement@redwoodenergy.org with “RFP-23-501” in the subject line. Any and all such interpretations and any supplemental instructions will be detailed in an addendum and made publicly available no later than that date set forth in Table 1. Project Specific Dates. All addenda so issued shall become part of the contract documents. Under no circumstances may the Proposer contact any other department or individual for clarification or interpretation of any requirements herein.

Rights Reserved. RCEA reserves the right to reject any or all proposals, either separately or as a whole and to waive any informality in a proposal or to accept any proposal presented which it deems best suited to the interest of RCEA and is not to be bound to accept the lowest price.

Costs and Ownership. The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted shall become the property of RCEA.

Confidentiality. All proposals will be held in confidence until a contract with the successful proposer is executed or this RFP solicitation process is terminated by RCEA, whichever comes first. Thereafter, public disclosure of proposals is subject to the California Public Records Act (“PRA,” Government Code §§ 7920.000). If a proposer believes any portion of their proposal is proprietary, they shall clearly mark each such page as confidential. RCEA will evaluate each claim that marked material is confidential under the PRA and make a determination in its sole discretion whether the material may be publicly disclosed. Notwithstanding the above, RCEA reserves the right to forward complete, unredacted proposals to the California Energy Commission Agreement Manager in compliance with RCEA’s ARV-22-008 Grant requirements.

Supplier Clearinghouse and Labor Practices. Consistent with the California Public Utilities Code and California Public Utilities Commission (CPUC) policy objectives, RCEA collects information regarding supplier diversity and labor practices from its contractors regarding past, current and/or planned efforts and policies. Pursuant to Public Utilities Code §§ 8281-8286 (through which the CPUC requires RCEA and its commission-regulated subsidiaries and affiliates to submit annual detailed and verifiable plans for increasing women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises’ procurement in all categories), respondents that execute a contract with RCEA will be required to complete a supplier diversity questionnaire at the time of execution, and/or periodically at later dates as specified by RCEA. Proposers that are women, minority, LGBT, and disabled veteran-owned businesses are encouraged to apply for certification by the CPUC’s Supplier Diversity Clearinghouse Program. This certification is voluntary and will not be used as a criterion for evaluation. As required by law in California, RCEA as a public agency does not give preferential treatment based on race, sex, color, ethnicity, or national origin; providing such information as part of the offer package will not impact the selection process or good standing of executed contracts.

Discrepancies and Misunderstandings. Firms must satisfy themselves by reasonable examination of the specifications, and other contract documents and by any other means as they may believe necessary, as to the actual physical conditions, requirements and difficulties under which the work must be performed. No firm will at any time after submission of a proposal make any claim or

assertion that there was any misunderstanding or lack of information regarding the nature or amount of work necessary for the satisfactory completion of the job. Any errors, omissions, or discrepancies called to the attention of RCEA will be clarified by RCEA in writing prior to the submission of proposals.

Proposer Licensing Requirements. All Proposers and proposed subcontractors must be properly licensed in accordance with California Business and Professions Code and local law.

Non-Collusion. In submitting a response to this RFP, the Proposer declares that the only persons or parties interested in its proposal as principals are those named therein; that no officer, agent, or employee of RCEA is personally interested, directly or indirectly, in its proposal; and that its proposal is in all respects fair and without collusion or fraud.

SECTION III - SCOPE OF WORK

The expected scope of work for the successful Proposer is as follows:

Project Coordination

- a. Project kick-off meeting with RCEA.
- b. Coordinate meetings with RCEA as needed.
- c. Bi-weekly project updates via email and/or telephone to discuss budget, schedule, and project issues.
- d. Coordinate meetings with other project stakeholders and agencies as needed.
- e. All correspondence, submittals, and deliverables (preliminary and final) shall be submitted to RCEA electronically (CAD, smart pdf, word, excel, and original file formats on a thumb drive or secure file transfer).
- f. After completion of the 100% plan set, Consultant shall be available to respond to requests from RCEA for clarifications or modifications to the plan set as needed during the installation phase expected to occur in the summer of 2024.

A. Engineering Evaluation and Design

- a. **Electrical Design and Engineering** – Provide design details and specifications, including but not limited to:
 - i. Meter Main Service Panel: Location, service voltage, number of phases, service configuration (delta, wye, etc.) and mounting details (pedestal or backboard),
 - i. Must be PG&E Greenbook compliant.
 - ii. Circuit Requirements: Number of circuits, ampacity, circuit length, conductor size, grounding requirements.
 - iii. Overcurrent Protection: Main service breaker and distribution circuit breaker ratings and specifications.
 - iv. One-line diagram depicting all major electrical components.
 - v. Incorporate and coordinate design with PG&E Rule 29 Interconnection design for “To the meter” infrastructure.
- b. **Civil Design and Engineering** – Provide design details and specifications, including but not limited to:
 - i. Trench details: Location, length, depth and width of any required trenches. Conduit placement, back fill details (bedding sand to top of conduit, warning tape location, compaction requirements).
 - i. Design to be coordinated with PG&E Rule 29 Interconnection design and meet PG&E Greenbook requirements.
 - ii. Underground boring details (if required).
 - iii. Concrete pad/slab details for meter/main service equipment and EVCS including slab dimensions, reinforcing steel specifications, anchor bolt specifications, locations, and depth of embedment.
- c. **Site Plans and Parking Details** – Provide design details and specifications that meet ADA and CA building code requirements, including but not limited to:
 - i. Walkways, ramps (if applicable), transitions to existing walkways.

- ii. Parking space and van accessible aisle layout and striping plan
- iii. Signage (EV Charging, Van Accessible, or other) details, including height, type and locations.

B. Preparation of Final Plans and Specifications

- a. Prepare a single set of plans for all ten (10) EVCS installation sites detailed in Attachment 1: Site Details. The goal is to create a comprehensive plan set that addresses each site with as few sheets as is necessary. Each site will have unique site plan(s), electrical plan(s), and one-line diagram with sufficient detail, when combined with project specifications, to construct each site. Details and specifications that are common to all sites can be included in shared sheets. Provide a single set of project specifications that covers all ten (10) installation sites that can be used in RCEA's construction bid package to procure the installation contractor. Plans shall be prepared in AutoCAD (or approved equal). Plans, contract documents and specification formats, templates and standards will be approved by RCEA. Plan template shall be 22" x 34".
- b. Three sets of plan submittals are required: 65%, 95%, and 100% complete. The 65% submittal shall include at a minimum: cover sheet, civil sheets, electrical sheets, site plans and equipment specifications (as applicable). The 95% submittal shall be delivered to RCEA on or before December 1, 2023 and shall be comprised of a complete submittal including all plan sheets and specifications . RCEA will review the submittals and provide comments. The Consultant shall incorporate all comments and provide a final 100% complete set along with a detailed cost estimate, signed by the licensed civil and/or electrical engineer(s) in charge of the project on or before December 20, 2023.
- c. For the 65% and 95% submittals provide three (3) copies of reduced (11"x17") plans, and three (3) copies of the plans and specifications , plus one (1) electronic copy (searchable pdf) of the plans and specifications. For the 100% final submittal, provide one (1) full-sized copy (22"x34"), five (5) copies of reduced (11"x17") plans, and three (3) copies of the plans and specifications and cost estimate plus one (1) electronic copy of the plans and specifications (searchable pdf) and cost estimate, . Provide the AutoCAD drawing files electronically. Include any special formats, fonts, etc. to ensure the drawing files can be printed.

ATTACHMENT 1 – SITE DETAILS

A summary of the site locations and number of Level 2 charging ports per site can be found in the table below. All EV charging stations will be dual-port charging stations.

| ID | Site | Ports |
|----|---|-----------|
| 1 | Orleans Volunteer Fire Department, Orleans | 2 |
| 2 | Azalea Hall, McKinleyville | 4 |
| 3 | Mad River Community Hospital, Arcata | 4 |
| 4 | Carlson Park, Arcata | 4 |
| 5 | Sequoia Park, Eureka | 4 |
| 6 | College of the Redwoods, Eureka | 4 |
| 7 | Rohner Park, Fortuna | 2 |
| 8 | Providence Redwood Memorial Hospital, Fortuna | 4 |
| 9 | Redwoods Rural Health Center, Redway | 2 |
| 10 | Jerold Phelps Community Hospital, Garberville | 2 |
| | Total: | 32 |

Table 1 Summary of the ten sites in RCEA's application for GFO 21-604

The figure below provides a geographic overview of the site locations.

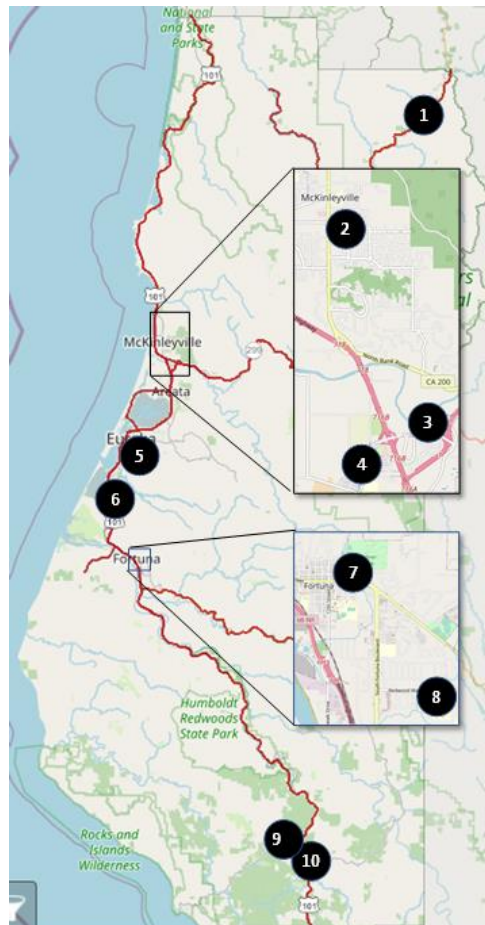


Figure 1 Geographic overview of the location of EVCS installation sites.

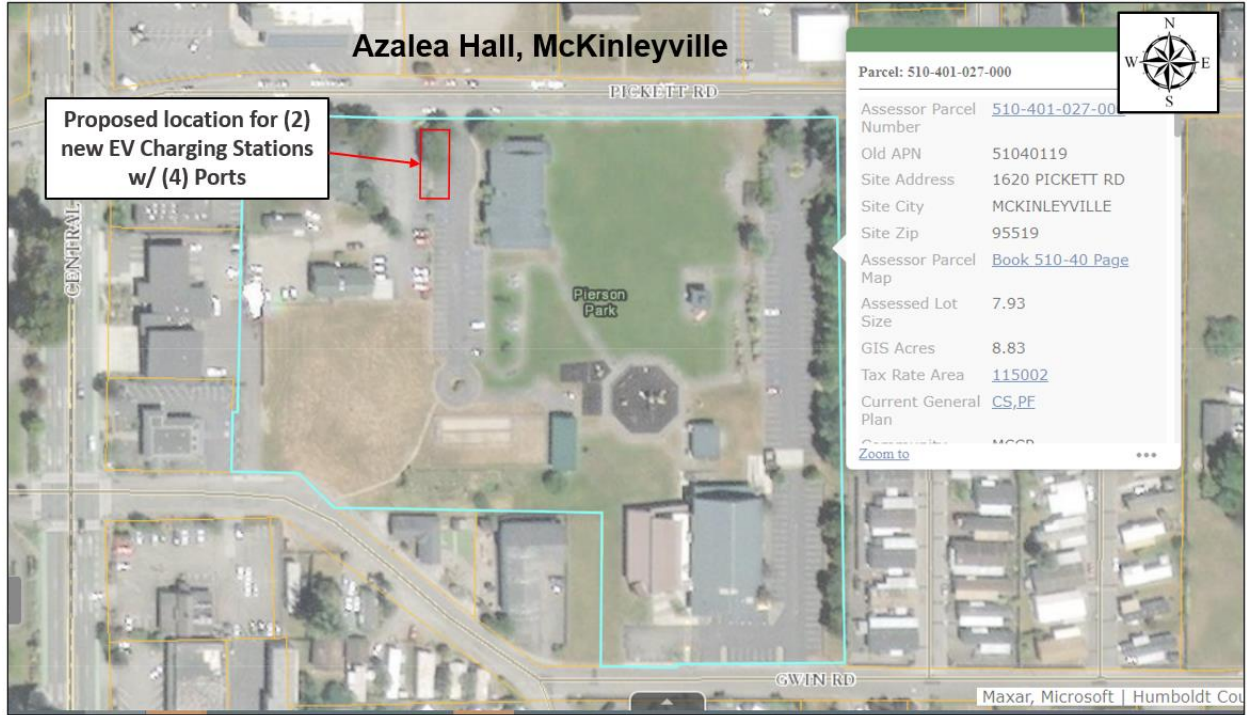
Orleans Volunteer Fire Department, Orleans

| ID | Site | Address | Number of EVCS | Number of Ports |
|----|--|---------------------------------------|----------------|-----------------|
| 1 | Orleans Volunteer Fire Department, Orleans | 166 Ishi Pishi Road Orleans, 95556 | 1 | 2 |



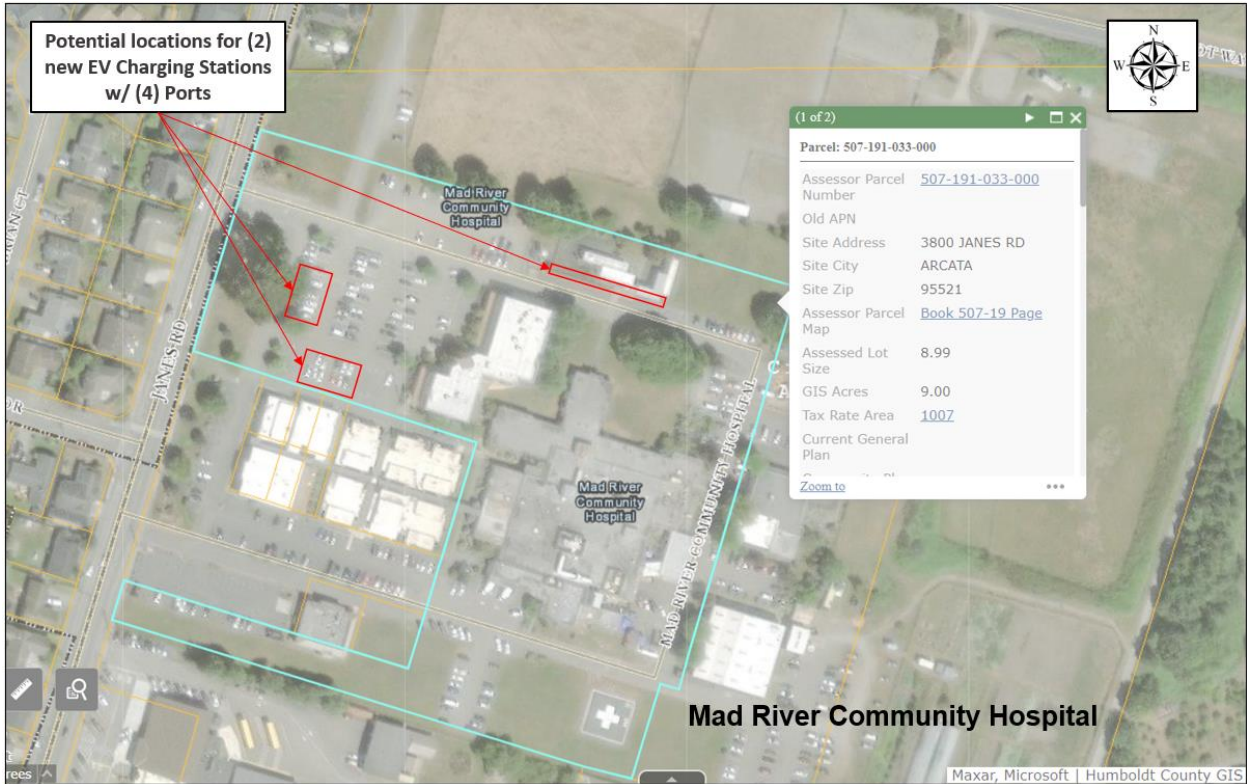
Azalea Hall, McKinleyville

| ID | Site | Address | Number of EVCS | Number of Ports |
|----|----------------------------|---|----------------|-----------------|
| 2 | Azalea Hall, McKinleyville | 1620 Pickett Road McKinleyville, 95519 | 2 | 4 |



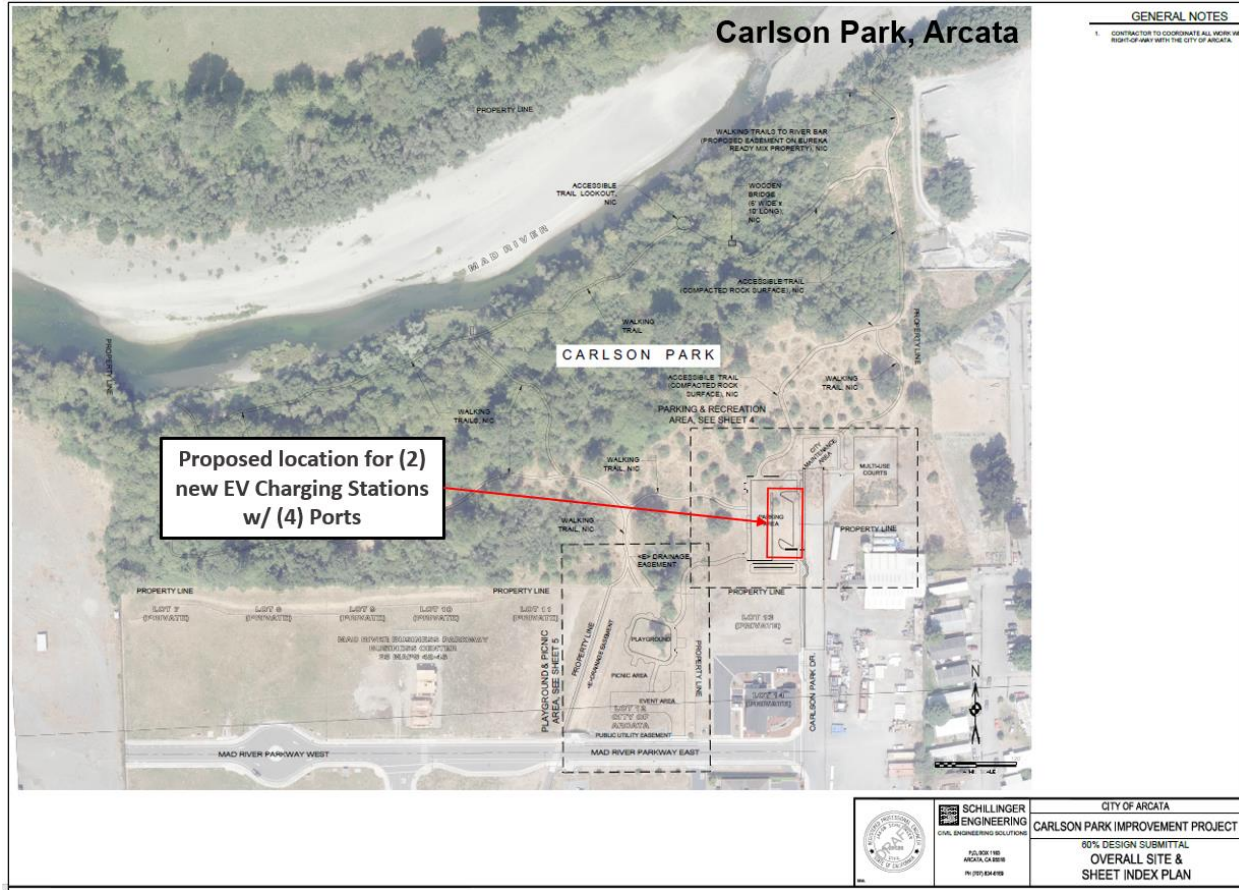
Mad River Community Hospital, Arcata

| ID | Site | Address | Number of EVCS | Number of Ports |
|----|--------------------------------------|-------------------------------|----------------|-----------------|
| 3 | Mad River Community Hospital, Arcata | 3800 Janes Road Arcata, 95521 | 2 | 4 |



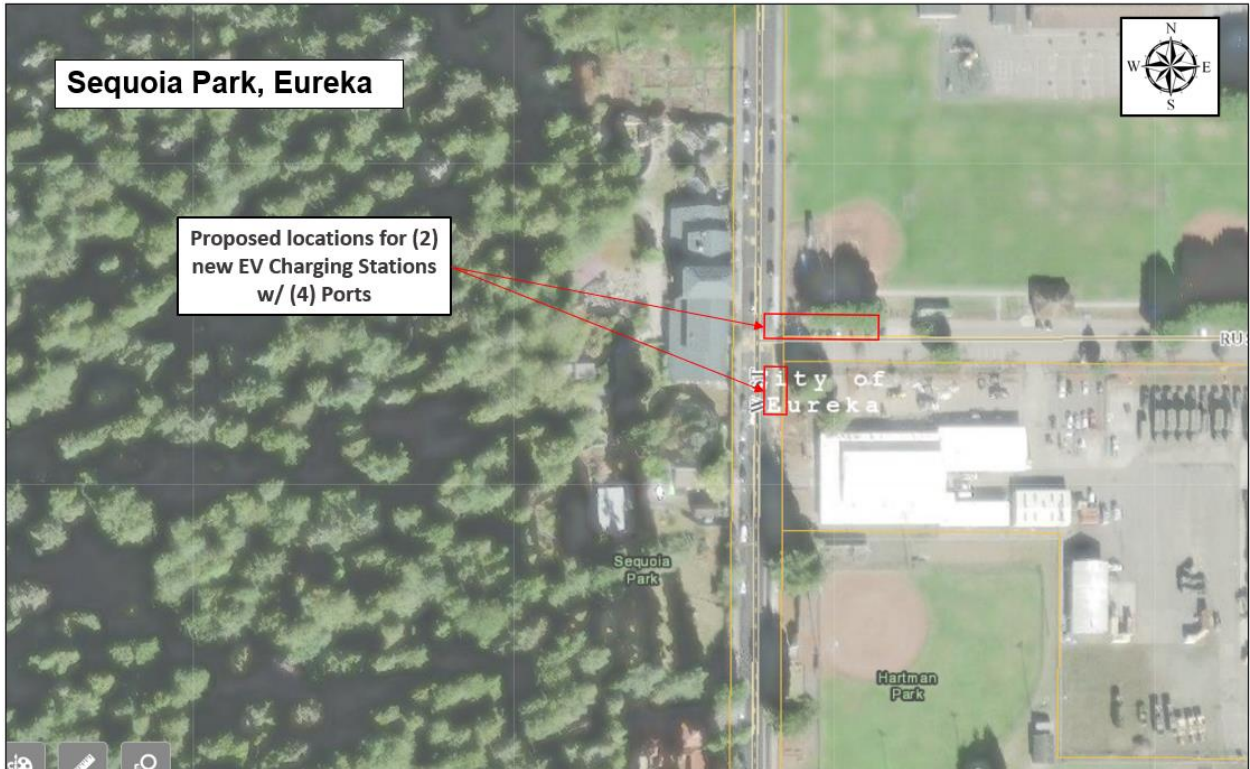
Carlson Park, Arcata

| ID | Site | Address | Number of EVCS | Number of Ports |
|----|----------------------|--|----------------|-----------------|
| 4 | Carlson Park, Arcata | 5201 Carlson Park Drive Arcata, 95521 | 2 | 4 |



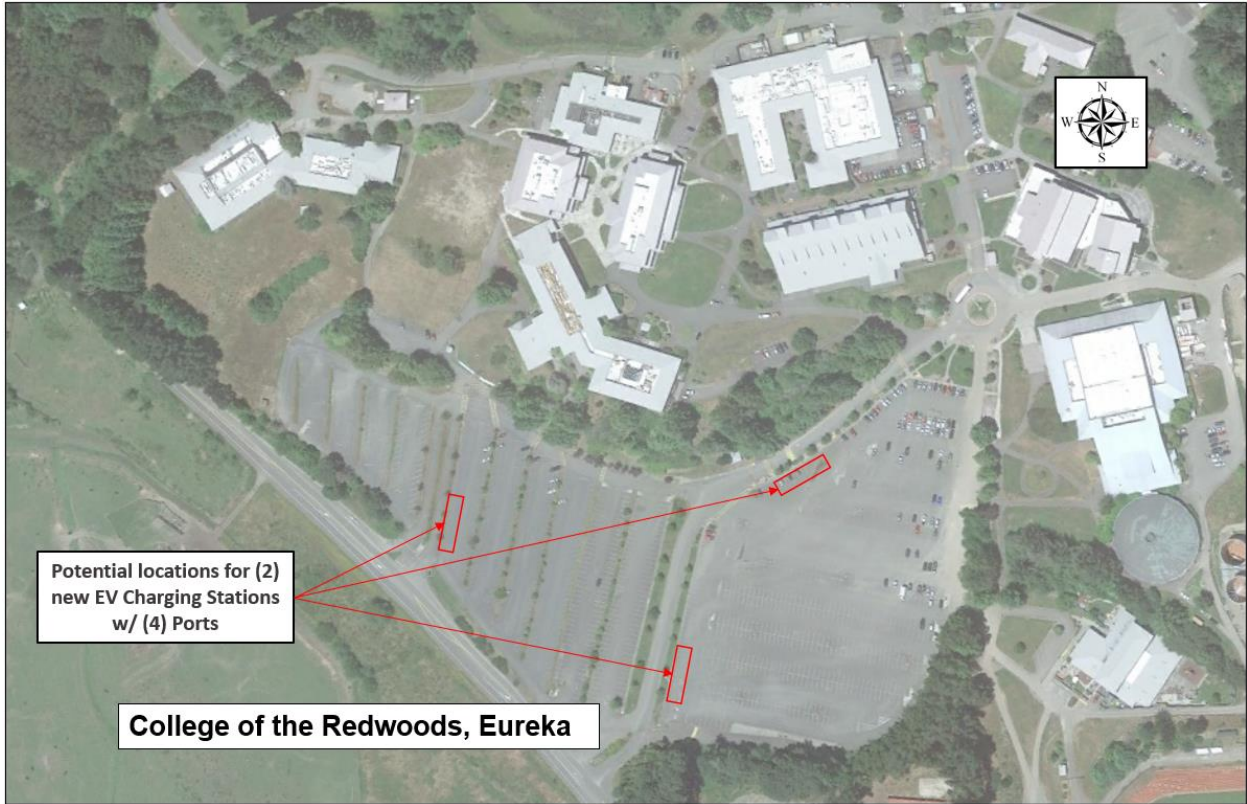
Sequoia Park, Eureka

| ID | Site | Address | Number of EVCS | Number of Ports |
|----|----------------------|--------------------------------|----------------|-----------------|
| 5 | Sequoia Park, Eureka | 3414 W Street Eureka, 95501 | 2 | 4 |



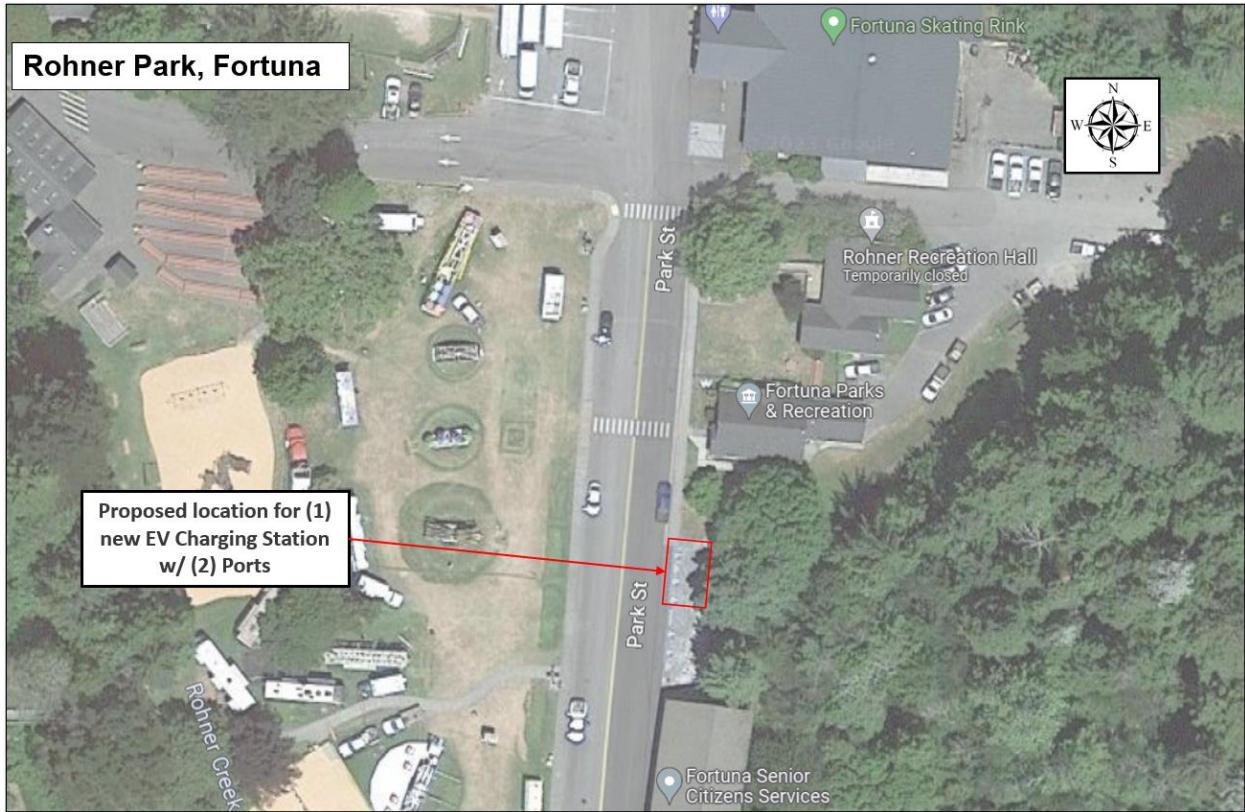
College of the Redwoods, Eureka

| ID | Site | Address | Number of EVCS | Number of Ports |
|-----------|---------------------------------|--|-----------------------|------------------------|
| 6 | College of the Redwoods, Eureka | 7351 Tompkins Hill Road Eureka, 95501 | 2 | 4 |



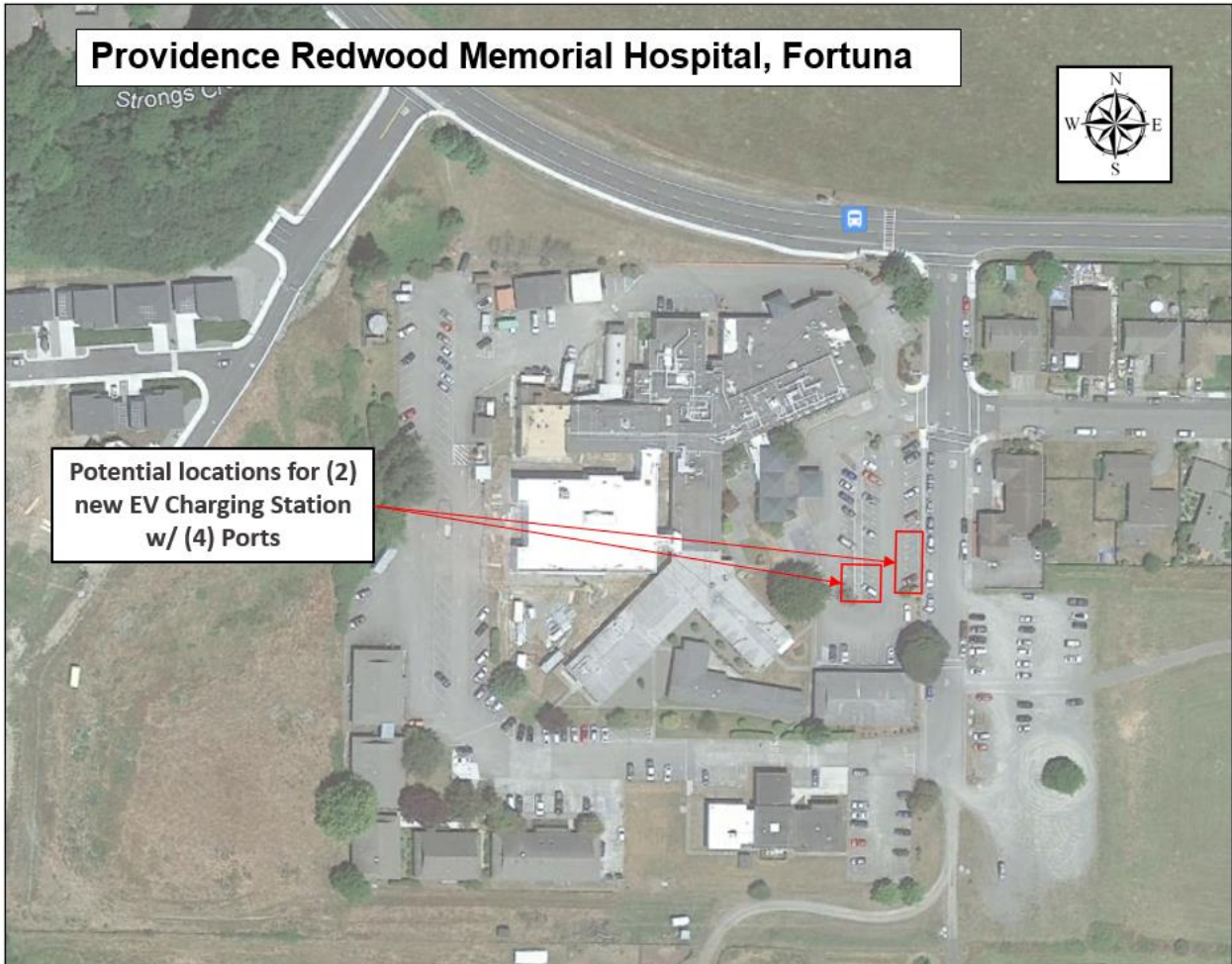
Rohner Park, Fortuna

| ID | Site | Address | Number of EVCS | Number of Ports |
|----|----------------------|---------------------------------|----------------|-----------------|
| 7 | Rohner Park, Fortuna | 9 Park St. Fortuna, CA 95540 | 1 | 2 |



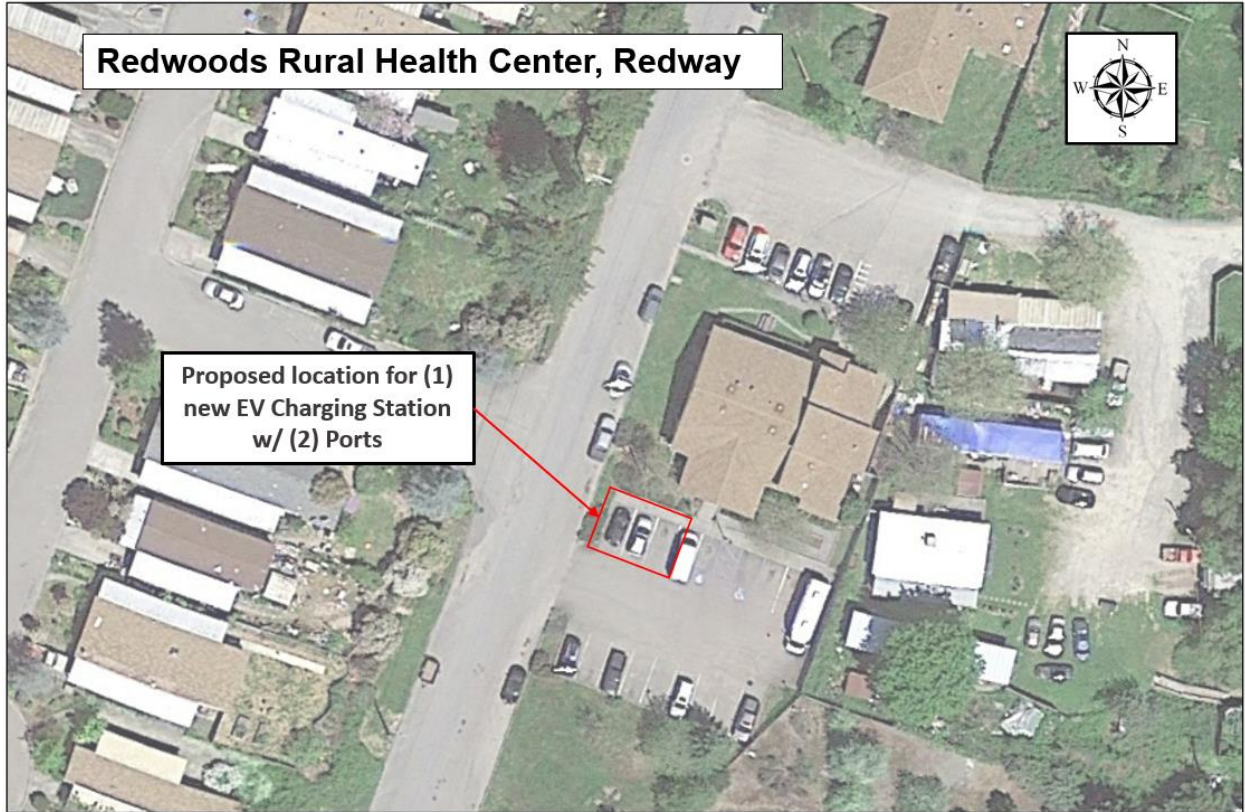
Providence Memorial Hospital, Fortuna

| ID | Site | Address | Number of EVCS | Number of Ports |
|----|---------------------------------------|-----------------------------------|----------------|-----------------|
| 8 | Providence Memorial Hospital, Fortuna | 3300 Renner Drive, Fortuna, 95540 | 2 | 4 |



Redwood Rural Health Center, Redway

| ID | Site | Address | Number of EVCS | Number of Ports |
|----|-------------------------------------|------------------------------------|----------------|-----------------|
| 9 | Redwood Rural Health Center, Redway | 101 West Coast Road, Redway, 95560 | 1 | 2 |



Jerold Phelps Community Hospital, Garberville

| ID | Site | Address | Number of EVCS | Number of Ports |
|----|---|--------------------------------------|----------------|-----------------|
| 10 | Jerold Phelps Community Hospital, Garberville | 733 Cedar Street, Garberville, 95542 | 1 | 2 |

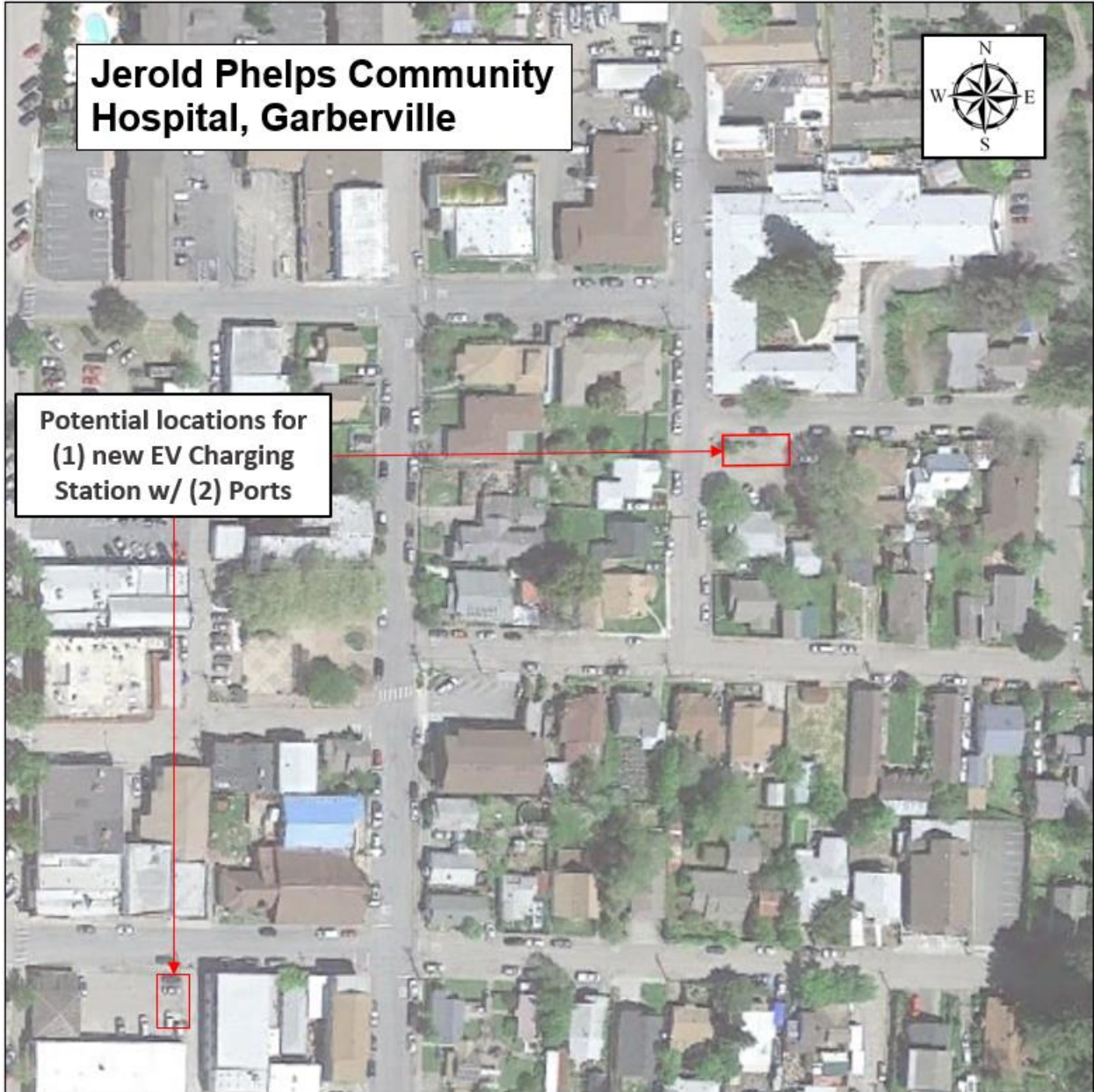


EXHIBIT A – LIST OF SUBCONTRACTORS

Subcontractor Name: _____

Services for which Subcontractor is being used: _____

Subcontractor qualifications: _____

Subcontractor's relevant experience (attach separate page(s), as needed): _____

Subcontractor Name: _____

Services for which Subcontractor is being used: _____

Subcontractor qualifications: _____

Subcontractor's relevant experience (attach separate page(s), as needed): _____

(ATTACH ADDITIONAL SHEETS IF MORE THAN TWO SUBCONTRACTORS ARE REQUIRED)

EXHIBIT B – FIRM’S BUSINESS INFORMATION

| | |
|---|--|
| Length of time your firm has been in business: | |
| Length of time at current location: | |
| List types and business license number(s): | |
| California State Contractor’s License number: | |
| Names and titles of all officers of the firm: | |
| Is your firm a sole proprietorship doing business under a different name? If yes, please indicate sole proprietorship name and the name you are doing business under: | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Please indicate your Federal Tax Number: | |
| Is your firm incorporated? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Name and remittance address that will appear on invoices: | |
| Physical Address: | |

EXHIBIT C - STANDARD AGREEMENT

AGREEMENT FOR PROFESSIONAL ELECTRICAL DESIGN AND ENGINEERING SERVICES BETWEEN THE REDWOOD COAST ENERGY AUTHORITY AND

This Agreement For Professional Electrical Design And Engineering Services (“Agreement”) is made and entered into by and between the Redwood Coast Energy Authority (“RCEA”), a Joint Powers Authority, and _____, (“CONSULTANT”), a _____. RCEA and CONSULTANT are hereinafter also referred to collectively as the “Parties” and individually as a “Party”. This Agreement is effective _____.

RECITALS

WHEREAS, RCEA has entered into the Alternative and Renewable-Fuel Vehicle ARV-22-008 grant agreement with the California Energy Commission (CEC) as a recipient of a CEC Clean Transportation Program grant for rural electric vehicle charging (“Grant Agreement”);

WHEREAS, pursuant to the Grant Agreement RCEA seeks to build rural charging access and community resilience in Humboldt County by adding to its existing electric vehicle charging station (“EVCS”) infrastructure 16 dual-port Level 2 ECVS at ten strategic community hub locations across Humboldt County;

WHEREAS, through an open and competitive process, RCEA solicited professional design and engineering services proposals to assist with its implementation of the Grant Agreement;

WHEREAS, CONSULTANT has the demonstrated qualifications, skills and training necessary to perform the Grant Agreement services needed by RCEA, and RCEA desires to retain CONSULTANT to complete the said services based on the terms and conditions below.

NOW, THEREFORE, based on the conditions recited herein and made a material part hereof, the Parties agree as follows:

1. **Contract Documents.** Contract documents consist of the following documents, including all changes, addenda, and modifications thereto:
 - 1.1 Agreement and all attachments;
 - 1.2 AVR-22-008 Grant Agreement
 - 1.3 RCEA’s Request for Proposals (RFP);
 - 1.4 CONSULTANT’s proposal submitted in response to RFP.

For avoidance of doubt, the order of priority for interpreting conflicting provisions among these documents is in the order stated above, with Section 1.1, this Agreement and all attachments, taking the highest order of priority.

2. **Scope of Services.**

- 2.1 **Services Defined.** CONSULTANT agrees to perform the services as set out in Exhibit A, “Scope of Work” attached hereto and incorporated by reference (“Services”). Services shall be provided

in accordance with the terms and conditions of this Agreement. In the event of conflict between the provisions contained in Sections 1 - 27 of this Agreement and those within Exhibit A, the terms and conditions of Sections 1 -27 shall control over those in Exhibit A.

2.2 Special Conditions. CONSULTANT shall comply with all additional terms and conditions set forth in Exhibit C “Special Conditions,” if any are required [*check applicable box*]:

Special Conditions

No Special Conditions

2.3 Materials and Equipment. CONSULTANT shall, at its sole cost and expense, furnish all materials and equipment which may be required for performing Services excepting those items specifically identified in Exhibit A.

2.4 Representations: CONSULTANT represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth in (Section 3.1 - Compensation) and within the time specified in the project schedule (Exhibit "A") attached hereto. CONSULTANT, further represents that it is qualified to perform the professional services required by this Agreement and that it possesses the necessary licenses and permits required to perform said services.

3. Term. Services by Consultant shall commence upon full execution of this Agreement by both parties. Consultant shall complete all Services in accordance with the time schedule set forth in Exhibit A.

4. Compensation, Billing and Payment.

4.1 Compensation. CONSULTANT shall be paid for Services on a time and materials basis, based on the rate and budget attached hereto and incorporated herein as Exhibit B, “Compensation” for a maximum amount not to exceed _____ Dollars (\$_____).

4.2 Billing. CONSULTANT shall submit invoices no more frequently than monthly and the final bill upon completion of Services. Invoices shall contain a time summary of work performed by each person for whom charges are billed. Invoices shall be sent to RCEA, 633 3rd Street, Eureka, CA 95501, Attention: Accounting, or emailed to accounting@redwoodenergy.org.

4.3 Payment. If RCEA disputes an invoice, it may withhold that portion so contested and shall pay the undisputed amount. RCEA may withhold all or any portion of the funds provided for by this Agreement in the event that the CONSULTANT has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the CONSULTANT fails to maintain reasonable progress toward completion of the Services or any component thereof. RCEA shall make payment to CONSULTANT within thirty (30) working days after approval of the invoice.

5. Standard of Care. All professional services to be provided by CONSULTANT pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with care, diligence and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT shall be responsible for the professional and technical soundness, accuracy, and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement. The standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

6. Prevailing Wage and Labor Code Compliance. This project is assumed to be a public works project and subject to Labor Code compliance for prevailing wage monitoring and enforcement by the Department of Industrial Relations in addition to other applicable provisions.

6.1 Prevailing Wages. A determination of the general prevailing rates of per diem wages and holiday and overtime work applicable to the work is available for review upon request at the RCEA office, and shall be posted at the job site. CONSULTANT and all subcontractors will not pay less than the prevailing rates of wages. The statutory provisions for penalties for failure to comply with state's wage and hour laws will be enforced (Labor Code § 1813). CONSULTANT shall forfeit as penalty to the RCEA the sum of up to two hundred dollars (\$200.00) for each calendar day or portion thereof, and for each worker paid less than the prevailing rates.

6.2 Overtime pay. Pursuant to the California Labor Code, eight hours labor constitutes a legal day's work and is applicable to certain workers on public works projects. CONSULTANT shall ensure that its workers for which this requirement is applicable are paid at a rate of one and one-half times the basic rate of pay for work in excess of eight hours during a calendar day or 40 hours during a calendar week. CONSULTANT shall forfeit as penalty to the RCEA twenty-five dollars (\$25.00) for each worker, including subcontractors' workers, for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of this provision.

6.3 Other Labor Code Requirements. CONSULTANT shall comply with Labor Code § 1777.5 concerning employment of apprentices. CONSULTANT shall comply with California Labor Code Section 1776 for payroll accounting.

6.4 Certification. CONSULTANT shall certify to RCEA on each invoice, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that CONSULTANT and its 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.

7. Conflicts of Interest. CONSULTANT hereby warrants and represents the following:

7.1 CONSULTANT does not and will not participate in the making of RCEA or decisions;

7.2 For purposes of this Agreement, CONSULTANT is not covered by and is not subject to the California Political Reform Act ("PRA," Government Code §§81000 - 91014); provided however, if this status changes, CONSULTANT shall immediately notify RCEA, disclose the conflict of interest, and disqualify itself from the making or participating in the making of the decision for which the conflict has arisen;

7.3 CONSULTANT does not have any separately defined financial or other interests that could be characterized as conflicts of interest under the PRA;

7.4 In providing services to RCEA, CONSULTANT has not engaged in any unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful consideration to any RCEA employees, Board members, agents, or contractors; and

7.5 CONSULTANT does not have a separate financial relationship with any RCEA employees that would qualify as a conflict of interest under the PRA.

7.6 CONSULTANT agrees to comply with RCEA's conflict of interest policy.

8. **Hold Harmless and Indemnification.** If this Agreement is for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONSULTANT shall hold harmless, defend and indemnify RCEA, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT, not to exceed CONSULTANT'S proportionate percentage of fault.

If this Agreement is not for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in California Civil Code § 2782.8(c)(2), to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless RCEA and its board, committees, officials, employees and agents (collectively "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subcontractors or any entity or individual for which CONSULTANT shall bear legal liability in the performance of professional services under this Agreement.

CONSULTANT's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement

9. **Insurance.** CONSULTANT agrees to maintain, at a minimum, the insurance coverage as set out below at all times during the terms of this Agreement and all additional terms set forth in Exhibit D "Special Insurance Conditions," if any are so required [*check applicable box, below*]. Failure to maintain the required insurance shall be grounds for termination of this Agreement.

_____ Special Insurance Conditions _____ No Special Insurance Conditions

9.1 All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII. Said coverage shall include an endorsement to add RCEA, its officers, agents and employees, as additional insureds with respect to liability arising out of or connected with the services to be provided under this Contract. Said coverage shall additionally be endorsed to specify that the CONSULTANT'S insurance is primary and that insurance or self-insurance maintained by RCEA shall not contribute with it. Upon request, CONSULTANT shall furnish RCEA with certificates of insurance and endorsements of all required insurance. Said documentation shall state that coverage shall not be cancelled except after thirty (30) days prior written notice has been given to RCEA. In the event CONSULTANT subcontracts any part of the Services, each subcontractor shall be bound by the same terms and conditions concerning insurance as required by this Agreement will be made a part of any such subcontract agreement. RCEA reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice.

9.2 **Workers' Compensation and Employers' Liability Insurance:** CONSULTANT shall provide Workers' Compensation and Employers' Liability insurance for CONSULTANT's employees and agents to the extent required by law.

- 9.3 **Commercial General Liability:** CONSULTANT shall maintain \$1 million minimum commercial general liability insurance coverage on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury.
- 9.4 **Business Auto:** If applicable, CONSULTANT shall maintain \$1 million minimum business automobile insurance coverage.
- 9.5 **Professional or Errors and Omissions Insurance.** CONSULTANT shall maintain such Professional or Errors and Omissions Insurance as will provide protection from any claim arising out of any negligent act, error or omission in rendering or failing to render professional services either committed or alleged to have been committed by CONSULTANT or by anyone employed by CONSULTANT to perform or furnish any of the Services, or by anyone for whose acts any of them may be liable. Such coverage shall not be less than \$1,000,000 single limit, any one claim and \$2,000,000 annual aggregate.
- 9.6 **Insurance Reductions, Waivers.** RCEA may, in its sole discretion, reduce or waive any insurance coverage requirements provided herein based on an analysis of the availability of insurance coverage for the type of professional consultant retained by this agreement, the type of risk exposure for RCEA, and the financial capability of CONSULTANT to bear the risk of losses without insurance. Any specific insurance coverage reductions or waivers shall be itemized in Exhibit D.
- 9. Independent Contractor Status.** CONSULTANT shall perform all Services as an independent contractor. No person performing any of the Services shall be considered an officer, agent, servant or employee of RCEA, nor shall any such person be entitled to any benefits, including but not limited to Workers Compensation Benefits, available or granted to employees of RCEA. CONSULTANT shall be solely responsible for the acts or omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between RCEA and CONSULTANT.
- 10. Assignment.** Neither party may assign its obligations under this Agreement without the prior written consent of the other, except that CONSULTANT may assign the proceeds due under this Agreement to any bank or person without such written consent. Any assignment by the CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. Subject to the provisions of this Section, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.
- 11. Subcontracting.** The CONSULTANT shall not subcontract any portion of the work required by this Agreement without prior written approval of the RCEA, except for any subcontract work identified herein. If CONSULTANT shall cause any part of the project to be performed by a subcontractor, the provisions of this contract shall apply to such subcontractor, and CONSULTANT shall be liable hereunder for all acts and negligence of the subcontractor.
- 12. Retention of Books of Record and Audits.** The CONSULTANT shall maintain on a current basis complete books and records relating to this Agreement (including financial records, progress reports, payment records and payroll records) for a minimum of four years from the (i) RCEA's acceptance of all services under this Agreement and (ii) receipt of final payment, whichever comes last. The CONSULTANT will permit RCEA to audit all books, accounts or records relating to this Agreement.
- 13. Document Submission and Title to Documents.** CONSULTANT agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or

graphic work and intellectual property produced in the performance of this Agreement is considered work made for hire and shall be the property of RCEA upon delivery. RCEA may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.

14. Confidentiality. CONSULTANT acknowledges RCEA may provide it with confidential information and CONSULTANT shall sign a non-disclosure agreement before receiving such information.

15. Nondiscriminatory Employment. During the performance of this contract, CONSULTANT and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. CONSULTANT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Civil Rights Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. CONSULTANT 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.

16. Entirety of Contract. This Agreement shall constitute the entire agreement between the parties relating to the subject matter of this agreement, and shall supersede any previous agreements, promises, representation, understanding and negotiation, whether oral or written, concerning the same subject matter. Any and all act which may have already been consummated pursuant to the terms which are embodied in this Agreement are hereby ratified.

17. Amendment. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

18. Suspension, Termination

18.1 Suspension. At any time and for any reason, RCEA may temporarily suspend the Services upon five days' written notice to CONSULTANT. In such event, CONSULTANT shall perform no additional Services under this Agreement until RCEA has provided written notice to CONSULTANT to re-commence Services.

18.2 Termination. This Agreement may be terminated for any reason set forth below:

(a) *With Cause.* RCEA may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to CONSULTANT. 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:

(i) Partial or complete loss of ARV-22-008 Grant Funds;

(ii) CONSULTANT's persistent failure to perform Services in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, failure to adhere to the progress

schedule as approved from time-to-time by RCEA);

- (iii) CONSULTANT's disregard of applicable laws and regulations;
- (iv) CONSULTANT's repeated disregard of the authority or orders of the RCEA;
- (v) CONSULTANT's repeated or persistent default of any of the provisions of the Contract Documents;
- (vi) CONSULTANT's material breach of any provision of the Contract Documents;

When RCEA terminates CONSULTANT's Services under this Section, CONSULTANT shall be entitled to receive payment only for such Services accepted by RCEA prior to the date of termination. The termination of CONSULTANT's services under this paragraph will not affect any rights or remedies RCEA may have against CONSULTANT existing at the time of termination or which may later accrue. Any release of retention or payment by RCEA will not release CONSULTANT from liability.

- (b) *Without Cause.* RCEA may cancel this Agreement at any time and in RCEA's discretion upon giving thirty days advance written notice to CONSULTANT. CONSULTANT shall be entitled to receive payment for acceptable Services performed prior to the termination date. CONSULTANT shall be entitled to no further compensation for SERVICES performed after such date.
- (c) *Product and Document Delivery.* Upon termination of the Agreement for any reason, CONSULTANT will deliver to RCEA all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials prepared or produced under this Agreement, whether completed or incomplete, and all such material shall become the property of RCEA upon the termination date.

19. Designation of Representative. CONSULTANT and RCEA shall designate specific individuals to act as representatives ("Designated Representative"), who shall have authority to transmit instructions, receive information, and implement the Agreement on behalf of each respective party. Either Party may change its Designated Representative or the address of its Designated Representative by giving reasonable notice to the other Party.

20. Notices

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered if personally delivered, or three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, and shall be addressed as follows:

Notices shall be given to RCEA at the following address:
Lori Biondini, Director of Business Development and Planning
Redwood Coast Energy Authority
633 3rd Street
Eureka, CA 95501

Notices shall be given to CONSULTANT at the following address:

- 21. **Compliance with Applicable Laws.** The CONSULTANT shall perform the services required by this Agreement in compliance with any and all applicable federal, state and local laws affecting the Services covered by this Agreement, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.
- 22. **Jurisdiction and Venue.** This Agreement shall be construed in accordance with the laws of the State of California, and the parties hereto agree that venue shall be in Humboldt County, California.
- 23. **Headings.** The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.
- 24. **Severability.** If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.
- 25. **Waiver.** The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.
- 26. **Authority.** Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this agreement.
- 27. **Counterpart Signatures.** This Agreement may be signed in separate counterparts, and all counterparts, when signed, shall constitute an enforceable agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date and year first hereinabove written.

RCEA:

CONSULTANT:

Matthew Marshall, Executive Director
Redwood Coast Energy Authority
Date: _____

Name: _____
Title: _____
Date: _____

EXHIBIT A: SCOPE OF WORK

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EXHIBIT B: COMPENSATION

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EXHIBIT C: SPECIAL CONDITIONS

Additional Provisions

CONSULTANT agrees to comply with, and to ensure that all of CONSULTANT's subcontractors and subconsultants agree to comply with, the following:

1. Nondiscrimination.

- a. During the performance of this Agreement, CONSULTANT, and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.8), and the regulations or standards adopted by the awarding state agency to implement such article.
- c. CONSULTANT shall permit access by representatives of the Civil Rights Department and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
- d. CONSULTANT 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.
- e. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

2. Standard of Performance.

CONSULTANT, in the performance of 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 COUNSULANT'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 the Energy Commission Manager, shall be borne in total by CONSULTANT and not the Energy Commission. The failure of a project to achieve the performance goals and objectives stated in the Scope of Work is not a basis for requesting re-performance unless the work conducted by CONSULTANT and/or its subcontractors is deemed by the Energy Commission or RCEA to have failed the foregoing standard of performance.

In the event CONSULTANT fails to perform in accordance with the above standard:

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

3. **Retention of Records.**

CONSULTANT 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 by RCEA from the Energy Commission or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

4. **Indemnification.**

CONSULTANT 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 CONSULTANT in the performance of this Agreement.

5. **Audits.**

Upon written request from the Energy Commission, CONSULTANT shall provide detailed documentation of all expenses at any time throughout the project. In addition, CONSULTANT 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 CONSULTANT or RCEA, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, CONSULTANT agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. CONSULTANT agrees to include a similar right to audit in any subcontract.

6. **Prevailing Wages**. The Energy Commission assumes that this project is subject to the payment of prevailing wages. By accepting this Agreement, CONSULTANT 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, CONSULTANT must ensure that:
 - a. the project budget for labor reflects these prevailing wage requirements; and
 - b. 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.

7. **Assembly Bill 841 (2020)**. By signing this Agreement, CONSULTANT as a material term of this Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. As a policy matter, the CEC is applying the EVITP certification requirements to project work funded under this Agreement, regardless of whether it might be performed prior to January 1, 2022, unless an exception applies. Therefore, applying PUC 740.20 EVITP requirements to this Agreement means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:
 - a. Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
 - b. Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
 - c. Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

EXHIBIT D: SPECIAL INSURANCE REQUIREMENTS, REDUCTIONS, WAIVERS

[attach if applicable]

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