



GRANT AMENDMENT REQUEST FORM (GARF)

Original Agreement # ARV-15-002 Amendment # 4

Division	Agreement Manager:	MS-	Phone
600 Fuels and Transportation Division	Alex Wan	27	916-654-4880

Recipient's Legal Name	Federal ID #
Cummins Electrified Power NA Inc.	20-5546260

Revisions: (check all that apply)	Additional Requirements
<input checked="" type="checkbox"/> Term Extension New End Date: 12 / 31 / 2021	Include revised schedule and complete items A, B, C, & F below.
<input type="checkbox"/> Budget Augmentation Amendment Amount: \$ 0	Include revised budget and complete items A, B, C, D, & F below.
<input checked="" type="checkbox"/> Budget Reallocation	Include revised budget and complete items A, B, C, & F below.
<input checked="" type="checkbox"/> Scope of Work Revision	Include revised scope of work and complete items A, B, C, E, & F below.
<input type="checkbox"/> Change in Project Location or Demonstration Site	Include revised scope of work and complete items A, B, C, E, & F below.
<input checked="" type="checkbox"/> Novation/Name Change of Prime Recipient	Include novation documentation and complete items A, B, C, & F below.
<input checked="" type="checkbox"/> Terms and Conditions Modification	Include applicable exhibits with bold/underline/ strikeout and complete items A, B, C, & F below.

A) Business Meeting Information

Business Meeting approval is not required for the following types of Agreements:

Minor amendments delegated to Executive Director per December 2013 Resolution

Proposed Business Meeting Date 12 / 09 / 2020 Consent Discussion

Business Meeting Presenter Alex Wan Time Needed: N/A minutes

Please select one list serve. Altfuels (AB118- ARFVTP)

Agenda Item Subject and Description:

CUMMINS ELECTRIFIED POWER NA INC. Proposed resolution approving Amendment #4 to Agreement ARV-15-002 with Hydrogenics USA, Inc. to: 1) change the Prime Recipient from Hydrogenics USA, Inc. to Cummins Electrified Power NA Inc.; 2) extend the term of the agreement from 10/29/2021 to 12/31/2021; 3) include an updated Special Terms and Conditions with a liquidated damages provision; 4) update the Scope of Work to replace the current demonstration partner from Praxair, Inc. to Linde, Inc.; 5) make reallocations to the budget listing Hydrogenics USA, Inc. as a subcontractor and adding Hydrogenics Corp. as a subcontractor with match funds only; and 6) adopt staff's determination that the action is exempt from CEQA. (Clean Transportation Program funding). Contact: Alex Wan.



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B) List all subcontractors (major and minor) and equipment vendors: (attach additional sheets as necessary)

Legal Company Name:	Budget
Complete Coach Works	\$ 59,000.00
Actia Corporation	\$ 19,265
Linde, Inc.	\$ 153,617.00

C) List all key partners: (attach additional sheets as necessary)

Legal Company Name:
None

D) Budget Information (only include amendment amount information)

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
Funding Source			\$
Funding Source			\$
Funding Source			\$
Funding Source			\$
Funding Source			\$

R&D Program Area: Select Program Area TOTAL: \$

Explanation for "Other" selection

Federal Agreement #:

E) California Environmental Quality Act (CEQA) Compliance

1. Is Agreement considered a "Project" under CEQA?

- Yes (skip to question 2)
- No (complete the following (PRC 21065 and 14 CCR 15378)):

Explain why Agreement is not considered a "Project":

Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because the CEC made CEQA findings pertaining to this grant, including that it is not a project under CEQA, when it approved this grant at a previous business meeting. The currently proposed changes through this amendment involve a change to the Prime Recipient's name, minor modifications to the terms and to the Scope of Work to show a change in demonstration partner, budget, schedule, and end date. The changes will not result in any impact to the environment beyond those already considered when this grant was originally approved and as previously amended and do not change the fact that this grant is not a project under CEQA.

2. If Agreement is considered a "Project" under CEQA:

- a) Agreement **IS** exempt.
- Statutory Exemption. List PRC and/or CCR section number:
- Categorical Exemption. List CCR section number:



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Common Sense Exemption. 14 CCR 15061 (b) (3) Explain reason why Agreement is exempt under the above section:

b) Agreement **IS NOT** exempt. (consult with the legal office to determine next steps)

Check all that apply

- Initial Study
- Negative Declaration
- Mitigated Negative Declaration
- Environmental Impact Report
- Statement of Overriding Considerations

F) The following items should be attached to this GARF (as applicable)

- | | | |
|---|---|--|
| 1. Exhibit A, Scope of Work | <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> Attached |
| 2. Exhibit B, Budget Detail | <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> Attached |
| 3. CEQA Documentation | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached |
| 4. Novation Documentation | <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> Attached |
| 5. CEC 105, Questionnaire for Identifying Conflicts | | <input checked="" type="checkbox"/> Attached |

Alexander Wan

11/13/2020

Agreement Manager

Date

Elizabeth John

11/16/2020

Office Manager

Date

John P. Butler II

11/16/2020

Deputy Director

Date

Company Name	Budget
Hydrogenics USA, Inc.	\$2,935,842
Hydrogenics Corp	\$99,500

EXHIBIT I

Dated December 9, 2020

NOVATION AGREEMENT for GRANT NUMBER ARV-15-002

This Novation Agreement is made and entered into by Hydrogenics USA, Inc. (hereinafter "Transferor"), Cummins Electrified Power NA Inc. (hereinafter "Transferee") and the State Energy Resources Conservation and Development Commission (hereinafter "Energy Commission"). The Transferor, Transferee and Energy Commission are collectively referred to in this Novation Agreement as the "Parties."

On October 1, 2015, Transferor and the Energy Commission entered into grant agreement number ARV-15-002 for Transferor to demonstrate the viability of an advanced hydrogen fuel cell propulsion system in a Class 8 Drayage truck (the "Project"). The total amount of the grant is \$ 2,679.417.

On or about September 1, 2020 Transferor requested Energy Commission approval of a novation to ARV-15-002. The proposed novation would remove Transferor as a party to ARV-15-002, substitute Transferee as the recipient under ARV-15-002, and transfer all of Transferor's obligations and duties under ARV-15-002 to Transferee.

Agreement

In consideration for the mutual promises contained in this Novation Agreement, the Parties agree as follows:


1. Transferor hereby assigns, transfers, conveys and delivers to Transferee all of the Transferor's rights, title and interest in grant agreement number ARV-15-002.
2. Transferee agrees to complete the Project under grant agreement number ARV-15-002, and reimbursements made by the Energy Commission to the recipient under grant agreement number ARV-15-002, if any, will be to Transferee from the time of this Novation Agreement forward.
3. Transferee hereby accepts such assignment and agrees to assume all of Transferor's rights, duties, liabilities, and obligations in, to and under the grant agreement number ARV-15-002 as Transferee's full responsibility.
4. Transferee agrees to be bound by all the terms and conditions of grant agreement number ARV-15-002 as if Transferee was the original recipient of the grant agreement. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the grant agreement number ARV-15-002 as if the Transferee was the original party to the grant agreement.
5. The Parties hereby agree that this Novation Agreement shall constitute a novation of the obligations of Transferor under the grant agreement number ARV-15-002. Accordingly, all of the rights, duties and obligations of Transferor under the grant agreement number ARV-15-002 are extinguished. The Energy Commission recognizes Transferee as Transferor's successor in interest in and to all of Transferor's rights, duties and obligations in, to and under the grant agreement number ARV-15-002.
6. The grant agreement number ARV-15-002 shall remain in full force and effect, except as modified by this Novation Agreement.

Hydrogenics USA, Inc. (Transferor)

TRANSFEROR'S NAME (If other than an individual, state whether a corporation, partnership, etc)

BY (Authorized Signature)

DATE SIGNED (Do not type)


NAME AND TITLE OF PERSON SIGNING



ADDRESS
12707 High Bluff Dr, Ste. 200
San Diego, CA 92130

Cummins Electrified Power NA Inc. (Transferee)

TRANSFEEE'S NAME (If other than an individual, state whether a corporation, partnership, etc)

BY (Authorized Signature)

DATE SIGNED (Do not type)


NAME AND TITLE OF PERSON SIGNING




ADDRESS

STATE OF CALIFORNIA

AGENCY NAME
State Energy Resources Conservation and Development Commission

BY (Authorized Signature)

DATE SIGNED (Do not type)


NAME AND TITLE OF PERSON SIGNING
Adrienne Winuk, Contracts, Grants, and Loans Office Manager



ADDRESS
1516 Ninth Street, MS-18
Sacramento, CA 95814-5512

**Exhibit A
SCOPE OF WORK**

TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2	X	Design and Procure
3		Build, Integrate, and Ship
4	X	Demonstration, Data Collection and Analysis

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Jean-Baptiste Gallo, Al Burgunder	Hydrogenics, Praxair, Inc. <u>Linde, Inc.</u>	
2	Jean-Baptiste Gallo, Thomas Orberger, Greg Fritz, Al Burgunder	Hydrogenics, Siemens, ACTIA, Praxair, Inc. <u>Linde, Inc.</u>	
3	Jean-Baptiste Gallo, Thomas Orberger, Greg Fritz, Al Burgunder	Hydrogenics, Siemens, ACTIA, Praxair, Inc. <u>Linde, Inc.</u>	
4	Jean-Baptiste Gallo, Thomas Orberger, Al Burgunder	Hydrogenics, Siemens, Praxair, Inc. <u>Linde, Inc.</u>	

GLOSSARY

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

Term/ Acronym	Definition
ARFVTP	Alternative and Renewable Fuel and Vehicle Technology Program
CAM	Commission Agreement Manager
CPR	Critical Project Review
FTD	Fuels and Transportation Division
Recipient	Hydrogenics USA Inc. <u>Cummins Electrified Power NA Inc.</u>

BACKGROUND

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP). The statute authorizes the California Energy Commission (Energy Commission) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the ARFVTP through January 1, 2024. The ARFVTP 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 Energy Commission issued Solicitation PON-14-605 entitled "Medium- and Heavy-Duty Advanced Vehicle Technology Demonstration" under the ARFVTP on December 19, 2014. This competitive grant solicitation was an offer to cost share the development of truck demonstrations. To be eligible for funding under PON-14-605, the projects must also be consistent with the Energy Commission's ARFVTP Investment Plan as updated annually. In response to PON-14-605, the Recipient submitted Application #10 which was proposed for funding in the Energy Commission's Notice of Proposed Awards on March 24, 2015. PON-14-605 and Recipient's Application are hereby incorporated by reference into this Agreement in their entirety.

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

Problem Statement:

Trucks close to the ports and industrial areas are a major source of pollution and harmful emissions. The truck market is predominantly powered by diesel fuel. Reliable

and advanced hydrogen fuel cell (FC) propulsion technology can reduce the time to develop and manufacture FC powered drayage trucks, which are instrumental in reducing the total cost of ownership. This in turn will lead to wide adoption of zero emission (ZE) port truck vehicles to meet greenhouse gas (GHG) emission reduction goals.

Goals of the Agreement:

The goals of this Agreement are to demonstrate the technical viability of an advanced hydrogen FC propulsion system in a Class 8 drayage truck and to reduce GHG during the demonstration period.

Objectives of the Agreement:

The objectives of this Agreement are to:

- Demonstrate a simplified technology integration and development process of the proposed FC propulsion system into a Class 8 drayage truck.
- Conduct field demonstration to verify the performance of the proposed propulsion technology and to collect performance data.
- Document the build process of the demonstrated truck.

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 Energy Commission 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

Commission Agreement Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the Energy Commission and the Recipient. The goal of this task is to determine if the project should continue to receive Energy Commission 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 Commission Agreement Officer, the Fuels and Transportation Division (FTD) program lead, other Energy Commission staff and Management as well as other individuals selected by the CAM to provide support to the Energy Commission.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the Energy Commission, but they may take place at another location.
- 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 Energy Commission 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 Commission Agreement Manager. 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 Commission Agreement Manager.

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 Commission Agreement Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:

- What to do with any equipment purchased with Energy Commission funds (Options)
- Energy Commission's 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 Commission Agreement Manager 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 Energy Commission 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 Energy Commission 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 Energy Commission 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 Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the Energy Commission 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 Energy Commission 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 Commission Agreement Manager if during the course of the Agreement additional match funds are received.

- Notify the Commission Agreement Manager 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 Energy Commission 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 Commission Agreement Manager 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 Commission Agreement Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Agreement Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Agreement Manager 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 the Energy Commission 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 Commission Agreement Manager 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:

- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

TASK 2 TECHNOLOGY INTEGRATION SITE; DESIGN AND PROCURE

Task 2.1 Secure Technology Integration Site

The goal of this task is to secure a technology integration site where the truck will be built. Commission funding for all other tasks are conditional on the completion of this task. No Commission funds may be used for this task, but use of match funds is permitted.

The Recipient shall:

- Secure location and necessary permits for technology integration site before beginning any work on Task 3 or submitting invoices under Task 3.
- Execute a lease agreement with the site provider.

Products:

- Copy of lease agreement

Task 2.2 Design and Procure

The goals of this task are to review the project plan, develop and design truck specifications and systems, procure components, and conduct performance and safety analysis. No Commission funds may be used for this task until Task 2.1 is complete, but use of match funds is permitted.

The Recipient shall:

- Analyze project plan from Recipient's initial application.
- Inspect and review target body chassis to map and document mechanical and electrical interfaces to the truck controls, dashboard displays, safety interlocks including controller area network messages and discrete signals.
- Identify and document required modifications to the body/chassis and validate functionality of the glider.
- Review functional requirements, conduct duty cycle and drive schedule power/energy calculations, perform design calculations for major components, and prepare detailed functional requirement specification report.
- Develop design of the overall system architecture and package concepts.
- Develop engineering bill of materials (BOM) list.
- Prepare design documents including, but not limited to, computer models, mechanical drawings, electrical schematics, mechanical process flow diagrams, and control software logic diagrams.
- Generate purchase orders and procure traction drive motor, fuel cell, and hydrogen and battery energy storage systems.

- Complete system control design package.
- Conduct failure mode and effects analysis and a hazard and operability analysis.
- Develop final design review documents and review with project team.
- Prepare a Summary Report containing information from the items listed above.

Products:

- Summary Report

[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]

TASK 3 BUILD, INTEGRATE, AND SHIP

The goals of this task are to manufacture, build, integrate, and ship the FC truck to the fleet demonstrator.

The Recipient shall:

- Manufacture the structural cradles, thermal management/ energy storage/hydrogen fuel systems, and populate with major components.
- Build mechanical system plumbing and electrical subsystems.
- Commission FC power system and major subsystems.
- Conduct controller code updates, safety verification tests, and performance optimizations.
- Update engineering and design package and document required changes to drive systems, subsystems, and components.
- Install the propulsion system and hydrogen storage system components, low and high voltage power system cabling and wiring into the truck.
- Commission the FC electric truck.
- Conduct validation and factory acceptance tests, fuel economy evaluation, noise testing, and obtain sign-off authorization to release truck.
- Deliver truck to ~~Praxair, Inc~~ **Linde, Inc.**
- Prepare a Summary Report with photographs containing information from the items listed above.

Products:

- Summary Report with Photographs

TASK 4 DEMONSTRATION, DATA COLLECTION, AND ANALYSIS

The goals of this task are to train personnel, demonstrate the truck, and collect operational data from the project, to analyze that data for economic and environmental effects, and to include the data and analysis in the Final Report.

The Recipient shall:

- Conduct training and support to drivers and maintenance personnel.
- Obtain sign off and release truck for in-service operations.
- Conduct field demonstration.
- Collect data from telematics system and generate key performance indicators.
- Develop data collection test plan.
- Troubleshoot any issues identified.
- Collect 6 months of throughput, usage, and operations data from the project including, but not limited to:
 - Maximum capacity of the new fueling system.
 - Gallons of gasoline and/or diesel fuel displaced (with associated mileage information).
 - Expected air emissions reduction, for example:
 - Non-methane hydrocarbons
 - Oxides of nitrogen
 - Non-methane hydrocarbons plus oxides of nitrogen
 - Particulate Matter
 - Formaldehyde
 - Duty cycle of the current fleet and the expected duty cycle of future vehicle acquisitions.
 - Specific jobs and economic development resulting from this project.
- Identify any current and planned use of renewable energy at the facility.
- Identify the source of the alternative fuel.
- Describe any energy efficiency measures used in the facility that may exceed Title 24 standards in Part 6 of the California Code Regulations.
- Provide data on potential job creation, economic development, and increased state revenue as a result of expected future expansion.
- Provide a quantified estimate of the project's carbon intensity values for life-cycle greenhouse gas emissions.

- Compare any project performance and expectations provided in the proposal to Energy Commission with actual project performance and accomplishments.
- Collect data, information, and analysis described above and include in the Final Report.

Products:

- Data collection information and analysis will be included in the Final Report (Task 1.2)

[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]

STATE OF CALIFORNIA

**STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION**

RESOLUTION – RE: CUMMINS ELECTRIFIED POWER NA INC.

RESOLVED, that the State Energy Resources Conservation and Development Commission (CEC) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

RESOLVED, that the CEC approves Amendment #4 to Agreement ARV-15-002 with Hydrogenics USA, Inc. to: 1) change the Prime Recipient from Hydrogenics USA, Inc. to Cummins Electrified Power NA Inc.; 2) extend the term of the agreement from October 29, 2021 to December 31, 2021; 3) include an updated Special Terms and Conditions with a liquidated damages provision; 4) update the Scope of Work to replace the current demonstration partner from Praxair, Inc. to Linde, Inc.; 5) make reallocations to the budget listing Hydrogenics USA, Inc. as a subcontractor and adding Hydrogenics Corp. as a subcontractor with match funds only;; and

FURTHER BE IT RESOLVED, that the Executive Director or his/her designee shall execute the same on behalf of the CEC.

CERTIFICATION

The undersigned Secretariat to the CEC does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the CEC held on December 9, 2020.

AYE:

NAY:

ABSENT:

ABSTAIN:

Cody Goldthrite
Secretariat