



STATE OF CALIFORNIA

**GRANT REQUEST FORM (GRF)**

CEC-270 (Revised 12/2019)

CALIFORNIA ENERGY COMMISSION

**A) New Agreement # ARV-21-025 (to be completed by CGL office)**

<b>B) Division</b>	<b>Agreement Manager:</b>	<b>MS-</b>	<b>Phone</b>
600 Fuels and Transportation Division	Matthew Kozuch	27	916-477-1564

<b>C) Recipient's Legal Name</b>	<b>Federal ID #</b>
WattEV, Inc.	85-2621182

<b>D) Title of Project</b>
21 <sup>st</sup> Century Truck Stop – 1 <sup>st</sup> Public MD/HD Charging Station in California

**E) Term and Amount**

<b>Start Date</b>	<b>End Date</b>	<b>Amount</b>
09 / 08 / 2021	10 / 31 / 2025	\$1,000,000.00

**F) Business Meeting Information**

☐ ARFVTP agreements \$75K and under delegated to Executive Director

Proposed Business Meeting Date 09 / 08 / 2021 ☐ Consent ☒ Discussion

Business Meeting Presenter: Matthew Kozuch Time Needed: 5 minutes

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

**Agenda Item Subject and Description:**

WATTEV, INC. Proposed resolution approving Agreement ARV-21-025 with WattEV, Inc. for a \$1,000,000 grant to install, commission, and operate a public charging truck stop facility in Bakersfield, California, that will serve MD/HD battery electric trucks, and adopting staff's determination that this action is exempt from CEQA. (Clean Transportation Program funding)  
Contact: Matthew Kozuch (Staff Presentation: 5 minutes)

**G) 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

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: Section 15183 (State CEQA Guidelines)

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

This project is sited within the jurisdiction of Kern County. Kern County, the lead agency, made the determination that this project is exempt from CEQA under Cal. Code Regs., tit. 14, § 15183 and the CEC is adopting these findings.

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Specifically, in a public hearing held in the Office of the Kern County Planning and Natural Resources Department (Kern County) on June 17, 2021, to consider approval of the project, staff considered the applicable provisions of CEQA and State CEQA Guidelines. This included Section 15183, which “mandates that projects that are consistent with the development established by existing zoning, community plan, or General Plan policies for which an Environmental Impact Report was certified shall not require additional environmental review, except as might be necessary to examine whether there are project-specific effects which are peculiar to the project or its Site.”

Kern County staff then considered the Metropolitan Bakersfield General Plan (Plan), which was adopted along with a certified Environmental Impact Report by the County Board of Supervisors on December 3, 2002 (since amended). Staff concluded that this project is consistent with the goals and policies of the Plan and does not propose any changes to the map code designations established by the Plan. The Plan policies supported by the proposed industrial electric truck charging and solar energy development include Policy No. 31 (industrial development that allows for a variety of industrial uses including R&D and transportation-related use), Policy No. 32 (industrial development and protecting industrial designations from incompatible land use), and Policy No. 34 (industrial development to provide for clustering of new industrial development adjacent to existing industrial uses and along major transportation corridors). The project implements the site’s existing map code designations of “Service Industrial” and “Solid Waste Facility Site.”

Ultimately, in Notice of Decision 15-21, dated June 17, 2021, the Hearing Officer of the Kern County Planning and Natural Resources Department conditionally approved the project. The findings of the Hearing Officer included that the project was to be categorically exempt from the requirements for preparation of environmental documents pursuant to Cal. Code Regs., tit. 14, § 15183. An NOE (SCH 2021070397) was filed by the lead agency on July 20, 2021. Since the project was found to be consistent with the goals and policies of the Metropolitan Bakersfield General Plan and does not present any unusual circumstances, the CEC is adopting the CEQA findings of the lead agency, specifically the Cal. Code Regs., tit. 14, § 15183 exemption.

☐ 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



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

Legal Company Name:	Budget
See attached listing	

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

Legal Company Name:
See attached listing

### J) Budget Information

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
ARFVTP	18/19	601.118K	\$1,000,000
Funding Source			\$
Funding Source			\$
Funding Source			\$
Funding Source			\$

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

Explanation for "Other" selection

Reimbursement Contract #:

Federal Agreement #:

### K) Recipient's Contact Information

#### 1. Recipient's Administrator/Officer

Name: Marcelo Barros

Address: 222 N Pacific Coast  
Highway, Suite 1785

City, State, Zip: El Segundo, CA  
90245

Phone: (949)-916-2751

E-Mail: [mbarros@wattev.com](mailto:mbarros@wattev.com)

#### 2. Recipient's Project Manager

Name: Marcelo Barros

Address: 222 N Pacific Coast  
Highway, Suite 1785

City, State, Zip: El Segundo, CA  
90245

Phone: (949)-916-2751

E-Mail: [mbarros@wattev.com](mailto:mbarros@wattev.com)

### L) Selection Process Used



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- ☒ Competitive Solicitation Solicitation #: GFO-20-605  
☐ First Come First Served Solicitation Solicitation #: - -

### M) The following items should be attached to this GRF

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

Matthew Kozuch

**Agreement Manager**

8-27-2021

**Date**

Elizabeth John

**Office Manager**

8/27/2021

**Date**

Elizabeth John for John Butler

**Deputy Director**

8/27/2021

**Date**

**CEC-270 Attachment**  
**WattEV, Inc.**  
**Subcontractor & Key Partner List**

<b>Legal Company Name</b>	<b>Reimbursable Budget</b>	<b>Match Share</b>	<b>Total</b>
Zeco Systems, Inc.	\$0	\$48,000	\$48,000
Power Electronics USA Inc.	\$710,000	\$0	\$710,000
JTI Electrical & Instrumentation, LLC	\$290,000	\$0	\$290,000
Gladstein, Neandross & Associates LLC	\$0	\$199,849	\$199,849
McIntosh & Associates Engineering, Inc.	\$0	\$85,484	\$85,484
<b>TOTAL</b>	<b>\$1,000,000</b>	<b>\$333,333</b>	<b>\$1,333,333</b>

<b>Legal Company Name – Key Partners</b>
Windmill Capital (CA), Inc.
Mightycomm
Daimler Trucks North America LLC
BYD Motors LLC
San Joaquin Valley Air Pollution Control District
Central California Asthma Collaborative

## Exhibit A SCOPE OF WORK

### TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2	X	Engineering & Design
3		Procurement and Execution
4	X	Civil Works & Installation
5		Marketing & Communications
6		Project Fact Sheet
7		Data Collection and Analysis

### KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Marcelo Barros- WattEV, Inc. (WattEV) Umar Javed- WattEV Salim Youssefzadeh- WattEV	Brandon Parks- McIntosh & Associates Engineering, Inc.	Windmill Capital (CA), Inc. Tom Fulks- Mightycomm
2	Marcelo Barros- WattEV Emil Youssefzadeh- WattEV Salim Youssefzadeh- WattEV	JTI Electrical & Instrumentation, LLC McIntosh & Associates Engineering, Inc.	Daimler Trucks North America LLC BYD Motors LLC
3	Umar Javed- WattEV Marcelo Barros- WattEV	Power Electronics USA Inc. JTI Electrical & Instrumentation, LLC	None
4	Marcelo Barros- WattEV	TBD JTI Electrical & Instrumentation, LLC	None

		Power Electronics USA Inc. Zeco Systems, Inc. (Greenlots)	
5	Marcelo Barros- WattEV Umar Javed- WattEV Salim Youssefzadeh- WattEV	Gladstein, Neandross & Associates LLC	San Joaquin Valley Air Pollution Control District Daimler Trucks North America LLC BYD Motors LLC Central California Asthma Collaborative Michael Coates- MightyComm
6	Marcelo Barros- WattEV Umar Javed- WattEV Salim Youssefzadeh- WattEV	Gladstein, Neandross & Associates LLC	Michael Coates- MightyComm
7	Marcelo Barros- WattEV Umar Javed- WattEV Salim Youssefzadeh- WattEV	Gladstein, Neandross & Associates LLC Zeco Systems, Inc. (Greenlots)	

## GLOSSARY

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

<b>Term/ Acronym</b>	<b>Definition</b>
AC	Alternate Current
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC/Energy Commission	California Energy Commission
Clean Transportation Program	Formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program
CPR	Critical Project Review

DC	Direct Current
EVITP	Electric Vehicle Infrastructure Training Program
EVSE	Electric Vehicle Supply Equipment (chargers)
FTD	Fuels and Transportation Division
kW	Kilowatt
MCS	Megawatt Charging Standard
MD/HD	Medium-Duty and Heavy-Duty
MV	Medium Voltage
Recipient	WattEV, Inc.
WattEV	WattEV, Inc.

## Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program, formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program. The statute authorizes the California Energy Commission (CEC/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 Clean Transportation Program through January 1, 2024. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

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

On August 7, 2020, the CEC released a Grant Solicitation and Application Package entitled "BESTFIT Innovative Charging Solutions" under the Clean Transportation



Program. This competitive grant solicitation offered to fund projects that demonstrate transformative technology solutions and work to accelerate the successful commercial deployment of electric vehicle (EV) charging for both light-duty (LD) and medium- and heavy-duty (MD/HD) applications. In response to GFO-20-605, the Recipient submitted Proposal #31 which was proposed for funding in the CEC's Notice of Proposed Awards on April 16, 2021. GFO-20-605 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 Commission's Award, the 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:**

MD/HD vehicle electrification is beginning to accelerate but lacks the necessary infrastructure to support widespread adoption. Currently, adoption of MD/HD electric vehicles has been limited to short-range and return-to-base operations. In order to increase adoption to longer-range vehicles and ensure equity among fleets that lack the physical and financial resources for onsite charging infrastructure, public charging options need to exist.

Deployment of public charging options for MD/HD vehicles has not taken place due in a large part to the lack of market penetration in electric vehicles. With manufacturers rapidly increasing new product offerings, investment needs to occur now to ensure widespread fleet adoption. California is at a precipice of a market shift and investment in public charging, especially along a critical trade corridor, will provide fleets and the overall industry with more market certainty. This will stimulate adoption and equity in adoption of MD/HD electric vehicles for the commercial sector.

### **Goals of the Agreement:**

The goal of this project is to install, commission, and operate a public charging facility in Bakersfield, California that will serve MD/HD battery electric trucks. In partnership with the local air district, vehicle manufacturers, and industry leaders, this site will drive market adoption of electric vehicles across weight classes through access to affordable and reliable public charging. This project will be enabled by top tier design, engineering, and business innovation that ensure long-term sustainability.

### **Objectives of the Agreement:**

The objectives of this project are to:

1. Complete designs for the first publicly accessible MD/HD truck stop for battery electric vehicles.

2. Develop and commission twelve light and MD/HD chargers at an electric truck stop, including eight 250kW rated high-powered chargers and four 350kW rated ultra high-powered chargers.
3. Operate charging stations throughout the project term, demonstrating a sustainable business model at the end of the project for continued commercial operation and project expansion.
4. Deploy at least ten electric trucks by 2024 through offtake agreements that are making daily use of the facility with an average annual energy consumption of 3 MWh/day.

## **TASK 1 ADMINISTRATION**

### **Task 1.1 Attend Kick-off Meeting**

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

#### **The Recipient shall:**

- Attend a "Kick-Off" meeting with the CAM, the Commission Agreement Officer (CAO), and a representative of the CEC Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
- Discuss the following administrative and technical aspects of this Agreement:
  - Agreement Terms and Conditions
  - Critical Project Review (Task 1.2)
  - Match fund documentation (Task 1.6) No reimbursable work may be done until this documentation is in place.
  - Permit documentation (Task 1.7)
  - Subcontracts needed to carry out project (Task 1.8)
  - The CAM's expectations for accomplishing tasks described in the Scope of Work
  - An updated Schedule of Products and Due Dates
  - Monthly Progress Reports (Task 1.4)
  - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
  - Final Report (Task 1.5)

**Recipient Products:**

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

**CAM Product:**

- Kick-Off Meeting Agenda

**Task 1.2 Critical Project Review (CPR) Meetings**

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

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

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

**The CAM shall:**

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

**The Recipient shall:**

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

**CAM Products:**

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

**Recipient Product:**

- CPR Report(s)

**Task 1.3 Final Meeting**

The goal of this task is to closeout this Agreement.

**The Recipient shall:**

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

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

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

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

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

**Product:**

- Monthly Progress Reports

**Task 1.5 Final Report**

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

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

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

**The Recipient shall:**

- Prepare an Outline of the Final Report.
- 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
- Draft Final Report
- Final Report

**Task 1.6 Identify and Obtain Matching Funds**

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

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

**The Recipient shall:**

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds

were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:

- Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
  - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the CAM if during the course of the Agreement additional match funds are received.
- Notify the CAM within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

### **Products:**

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

### **Task 1.7 Identify and Obtain Required Permits**

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

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

**The Recipient shall:**

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
  - A list of the permits that identifies the:
    - Type of permit
    - Name, address and telephone number of the permitting jurisdictions or lead agencies
  - The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the CAM.
- As permits are obtained, send a copy of each approved permit to the CAM.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 working days. Either of these events may trigger an additional CPR.

**Products:**

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)



- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

### **Task 1.8 Obtain and Execute Subcontracts**

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

#### **The Recipient shall:**

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

#### **Products:**

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

## **TECHNICAL TASKS**

### **TASK 2 ENGINEERING & DESIGN**

#### **TASK 2.1 CIVIL AND ENGINEERING DESIGN**

The goal of this task is to engage in overarching civil and engineering design to create a detailed project master plan and schedule that embodies all major technical design issues and identifies a preliminary solution to each design decision.

#### **The Recipient shall:**

- Prepare engineering design drawings and plans. These plans shall include but are not limited to a grading plan, trench and conduits, paving plan, and structural design for equipment housing.
- Receive approval of the design drawings and plans.
- Provide a copy of Stamped Civil and Architectural Engineering Design Drawings.

**Products:**

- Stamped Civil and Architectural Engineering Design Drawings

**TASK 2.2 ELECTRICAL ENGINEERING DESIGN**

The goal of this task is to complete electrical design of all alternate current (AC) medium voltage and direct current (DC) voltage cabling and equipment through stamped construction drawings.

**The Recipient shall:**

- Prepare electrical engineering design and construction drawings. These designs and drawings shall include but are not limited to MV switchgear specifications, AC and DC cable sizing, and utility and customer side equipment and cabling.
- Receive approval of the design drawings and plans.
- Provide a copy of Stamped Electrical Engineering Drawings.

**Products:**

- Stamped Electrical Engineering Drawings

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

**TASK 3 PROCUREMENT AND EXECUTION****TASK 3.1 ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) EQUIPMENT ORDER**

The goal of this task is to procure all electric charging equipment.

**The Recipient Shall:**

- Engage in final equipment specification discussions with the internal WattEV project team, key partners, and subcontractors to initiate procurement.
- Prepare Finalized List of EVSE Equipment to be procured for centralized power station (NB station) and 12 high-powered charge dispensers, including eight (8) 250kW rated high-powered chargers and four (4) 350kW rated ultra high-powered chargers. Provide a copy to the CAM.
- MegaWatt Charging Standard (MCS) equipment to be incorporated, pending market readiness as determined by WattEV, and included, if possible, among the twelve (12) high-powered MD/HD chargers.
- Prepare final Purchase Order of EVSE Equipment. Provide a copy to the CAM.

**Products:**

- Finalized List of EVSE Equipment
- Purchase Order of EVSE Equipment

**TASK 3.2 SWITCHGEAR AND GRID INTERFACE EQUIPMENT ORDER**

The goal of this task is to procure all switchgear and isolation switch equipment for grid interface. This will first be done through a procurement process to select a qualified vendor.

**The Recipient shall:**

- Engage in equipment specification discussions with vendors to inform procurement.
- Review subcontractor procurement process to ensure competitive price quoting for switchgear and isolation switch equipment among qualified firms.
- Prepare final Purchase Order for Switchgear and Grid Interface Equipment. Provide a copy to the CAM.

**Products:**

- Purchase Order for Switchgear and Grid Interface Equipment

**TASK 4 CIVIL WORKS & INSTALLATION****TASK 4.1 GRADING AND CIVIL WORKS**

The goal of this task is to complete all grading work for the equipment at the truck stop. This includes leveling the site and creating the electrical pad.

**The Recipient shall:**

- Complete all paving and electrical pad construction to enable equipment delivery and installation.
- Furnish Photo Documentation of Paved Site and Completed Electrical Pad to the CAM.

**Products:**

- Photo Documentation of Paved Site and Completed Electrical Pad

**TASK 4.2 EQUIPMENT DELIVERY TO SITE**

The goal of this task is to take possession of all equipment, including charging hardware, switchgears, and other electrical equipment and hardware to complete charging installations.

**The Recipient shall:**

- Arrange for delivery of all project equipment to the project site, including charging hardware, switchgears, and other electrical equipment and hardware.
- Inspect equipment upon delivery.
- Issue acceptance order of equipment upon delivery.
- Furnish Photo Documentation of Equipment Delivery to the CAM.

**Products:**

- Photo Documentation of Equipment Delivery

**TASK 4.3 ELECTRICAL WORK**

The goal of this task is to complete all electrical work to prepare for charger installation and commissioning. This includes conduit wiring and installation of MV equipment on the utility and customer side.

**The Recipient shall:**

- Complete all electrical work, including conduit wiring and access to utility grade and installation of MV switchgear.
- Inspect all final completed electrical work.
- Furnish Photos of Completed Electrical Work to the CAM.

**Products:**

- Photos of Completed Electrical Work

**TASK 4.4 INSTALLATION AND COMMISSIONING**

The goal of this task is to install and commission all electric charging equipment.

**The Recipient shall:**

- Complete all installation of charging hardware.
- Submit Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each EVITP-certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Prepare acceptance test plan for each piece of charging equipment.
- Conduct tests to verify acceptance that charging equipment meets specifications.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (Ting, Chapter 372, Statutes of 2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative. Although AB 841 becomes effective January 1, 2022, 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.

- Coordinate with vehicle manufacturers to ensure charging equipment is validated and commissioned with associated vehicle technology.
- Finalize hardware commissioning with various subcontractors.
- Prepare a Commission Report and Photo Documentation of Site Installations and provide to the CAM.

**Products:**

- EVITP Certification Numbers of each EVITP-certified electrician
- AB 841 Certification
- Commissioning Report and Photo Documentation of Site Installations

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

## **TASK 5 MARKETING & COMMUNICATIONS**

The goal of this task is to ensure widespread awareness of the charging facility. This will be done through dedicated outreach to fleets, vehicle manufacturers, and stakeholders to encourage the use of the facility.

**The Recipient shall:**

- Engage in dedicated fleet outreach marketing to enable offtake agreements and overall fleet awareness.
- Provide a Finalized Outreach List of Fleets, Vehicle Manufacturers, and Stakeholders contacted to the CAM.
- Issue press announcements and enable media coverage of site groundbreaking and opening. Coordinate with CEC Media Office throughout this process, including prior to issuing any press releases. Provide a copy of all Project Press Releases to the CAM.
- Design and launch a website, owned and operated by WattEV, on the charging facility and larger charging network. Submit Project Website URL to the CAM upon website completion.
- Design and publish marketing collateral on the project, including regularly updated website content, signage, and a network mobile application. Submit any Physical or Virtual Marketing Collateral to the CAM.
- Produce ribbon cutting event.

**Products:**

- Finalized Outreach List of Fleets, Vehicle Manufacturers, and Stakeholders

- Project Press Releases (including one upon site opening)
- Project Website URL (upon website completion)
- Physical and Virtual Marketing Collateral

## **TASK 6 PROJECT FACT SHEET**

The goal of this task is to develop an Initial and Final Project Fact Sheet that describes the CEC-funded project and the benefits resulting from the project for the public and key decision makers.

### **The Recipient shall:**

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

### **Products:**

- Initial Project Fact Sheet
- Final Project Fact Sheet in both English and Spanish Language
- High Quality Digital Photographs

## **TASK 7 DATA COLLECTION AND ANALYSIS**

The goal of this task is to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis regular progress reports and the Final Report.

### **The Recipient shall:**

- Develop data collection test plan for deployed charging equipment.
- Troubleshoot any issues identified.
- Collect a minimum of 12 months of data on charging events for the deployed infrastructure including, but not limited to:
  - Charge and session duration
  - Energy delivered (kWh)
  - Peak power delivered (kW)

- Applicable price for charging, including but not limited to: electric utility tariff, EVSP service contract, or public charger price
- Payment method
- Types of vehicles using the charging equipment
- Number of unique vehicles and frequency of “repeat vehicles”
- Energy delivered back to grid or facility if a bidirectional charging use case (kWh)
- Submit the data described above electronically in a monthly progress report throughout the duration of the data collection period.
- Develop a plan to provide other relevant data and information throughout the duration of the funding agreement including, but not limited to:
  - Lessons learned
  - Best practices (e.g., permitting and installation processes)
  - Job creation
  - Economic development
  - Increased state revenue
- Submit the data described above electronically on a quarterly basis in the monthly progress report throughout the duration of the agreement.
- Identify any planned use of renewable energy in the project.
- Compare any project performance and expectations provided in the proposal to CEC with actual project performance and accomplishments.
- Collect data, information, and analysis described above and include in the Final Report.

**Products:**

- Data on charging events (submitted electronically in monthly progress reports)
- Other relevant data and information as described above (submitted electronically on a quarterly basis in the monthly progress reports)
- Complete summary of data collection information and analysis (included in the Final Report)

STATE OF CALIFORNIA

STATE ENERGY RESOURCES  
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION WATTEV, 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 Agreement ARV-21-025 with WattEV, Inc. for a \$1,000,000 grant to install, commission, and operate a public charging truck stop facility in Bakersfield, California, that will serve MD/HD battery electric trucks; 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 September 8, 2021.

AYE:

NAY:

ABSENT:

ABSTAIN:

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Liza Lopez  
Secretariat