



STATE OF CALIFORNIA

**CONTRACT AMENDMENT REQUEST FORM (CARF)**

CEC-276 (Revised 12/2019)

CALIFORNIA ENERGY COMMISSION

Original Agreement # 700-18-001 Amendment # 02

Division	Agreement Manager:	MS-	Phone
700 Siting Transmission Environmental Pro	Hilarie Anderson	16	916-661-8462

Recipient's Legal Name	Federal ID #
Aspen Environmental Group	95-4337914

Revisions: (check all that apply)	Additional Requirements
<input checked="" type="checkbox"/> Term Extension New End Date: 09 / 30 / 2023	Include revised schedule and complete items A, B, C, D, & H below.
<input checked="" type="checkbox"/> Budget Augmentation Amendment Amount: \$ 350,000	Include revised budget and complete items A, B, C, D, E, F, & H below.
<input type="checkbox"/> Budget Reallocation	Include revised budget and complete items A, B, C, D, & H below.
<input type="checkbox"/> Scope of Work Revision	Include revised scope of work and complete items A, B, C, D, & H below.
<input type="checkbox"/> Change in Project Location or Demonstration Site	Include revised scope of work and complete items A, B, C, D, G, & H below.
<input type="checkbox"/> DVBE Replacement	Include revised scope of work and complete items A, B, C, D, F & H below.
<input type="checkbox"/> Novation/Name Change of Prime Recipient	Include novation documentation and complete items A, B, D, & H below.
<input type="checkbox"/> Terms and Conditions Modification	Include applicable exhibits with bold/underline/ strikeout and complete items A, B, C, D & H 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 ResolutionProposed Business Meeting Date 01 / 26 / 2022 ☒ Consent ☐ Discussion

Business Meeting Presenter Hilarie Anderson Time Needed: 5 minutes

Please select one list serve. Select

**Agenda Item Subject and Description:**

Aspen Environmental Group. Proposed resolution approving Amendment 2 to Agreement 700-18-001 with the Aspen Environmental Group for a \$350,000 augmentation and time extension to assist in evaluating applications for energy facilities and transmission corridor designations, monitoring compliance for permitted facilities, reviewing petitions to amend or



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modify permitted facilities, greenhouse gases and global climate change and natural gas pipeline safety assessments; and supporting other activities in the areas of environmental impact assessment, engineering, and related regulatory matters. (EFLCF Funding) Contact: Hilarie Anderson

**B) Amendment Justification (For contract amendments only)**

- ☐ Non Competitive Bid (Attach DGS-GSPD-09-007) <https://www.dgs.ca.gov/PD/Forms>
- ☒ Exempt Amendment to AE, Title 20 CCR 2566.b

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

Legal Company Name:	Budget
See Attached List	\$ 0.00
	\$ 0.00
	\$ 0.00

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

Legal Company Name:

**E) Budget Information (only include amendment amount information)**

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
EFLCF	21/22	700.006a	\$350,000
Funding Source			\$
Funding Source			\$
Funding Source			\$
Funding Source			\$

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

Explanation for "Other" selection

Reimbursement Contract #:

Federal Agreement #:

**F) Disabled Veteran Business Enterprise Program (DVBE)**

- ☐ Exempt (Interagency/Other Government Entity)
- ☒ Meets DVBE Requirements DVBE Amount:\$\_\_\_\_\_ DVBE %: 3.5%
  - ☐ Contractor is Certified DVBE
  - ☒ Contractor is Subcontracting with a DVBE: Blackhawk Environmental, Inc.
- ☐ Contractor selected through CMAS or MSA with no DVBE participation
- ☐ Requesting DVBE Exemption (attach CEC 95)

**CONTRACT AMENDMENT REQUEST FORM (CARF)****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 the contract is for consultant services for technical studies and training and the outcome will be reports and transfer of knowledge.

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

c) ☐ Agreement **IS** exempt.

☐ Statutory Exemption. List PRC and/or CCR section number:

☐ Categorical Exemption. List CCR section number:

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

d) ☐ 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

**H) The following items should be attached to this CARF (as applicable)**

- |   |   |  |
|---|---|--|
| 1. Exhibit A, Scope of Work                         | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached            |
| 2. Exhibit B, Budget Detail                         | <input type="checkbox"/> N/A            | <input checked="" type="checkbox"/> Attached |
| 3. DGS-GSPD-09-007, NCB Request                     | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached            |
| 4. CEC 95. DVBE Exemption Request                   | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached            |
| 5. CEQA Documentation                               | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached            |
| 6. Novation Documentation                           | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached            |
| 7. CEC 105, Questionnaire for Identifying Conflicts |   | <input checked="" type="checkbox"/> Attached |

\_\_\_\_\_  
**Agreement Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Office Manager**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Deputy Director**

\_\_\_\_\_  
**Date**

## **AGREEMENT 700-18-001**

### **Subcontractors**

#### **Business Name**

- Arellano Associates
- ASM Affiliates
- Black Eagle Consulting
- Blackhawk Environmental, Inc. (DVBE)
- Conservation Biology Institute
- Desert Research Institute
- Dick Anderson
- Dudek
- EDM Services, Inc.
- Fehr and Peers
- Granite Data Solutions (DVBE)
- Gregor Cailliet
- Guidehouse
- Horizon Water and Environment
- Hydrofocus, Inc.
- ISI, Inc.
- Michael Clayton
- MRS
- Pacific Legacy
- PAR Environmental
- Peter Raimondi
- Phaseline
- Ricondo & Associates, Inc.
- Risk Sciences Associates
- Rod Walker & Associates Consultancy
- SC Wildlands
- Spectrus, Ltd.
- Wind River
- WJV Acoustics, Inc.

## EXHIBIT B

### Budget Detail and Payment Provisions

#### 1. **CONDITIONS FOR PAYMENT**

- A. No payment shall be made in advance of services rendered.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices, the Energy Commission agrees to compensate the Contractor for actual allowable expenditures incurred in accordance with Exhibit B. The rates in Exhibit B are rate caps, or the maximum amount allowed to be billed. The Contractor can only bill for actual expenses incurred for hours worked **at the Contractor's. and subcontractor's actual labor rates**, not to exceed the rates specified in Exhibit B.
- C. The Contractor is not allowed to charge profit, fees or mark-ups on any subcontracted budget item, including lower tier subcontracted amounts. Subcontractors are not allowed to profit from their subcontractors' costs.
- D. Each request for payment is subject to the Energy Commission Agreement Manager's (CAM) approval
- E. Payments shall be made to the Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered, and for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, Contractor will be notified via a Dispute Notification Form within 15 working days of receipt of the invoice.
- F. Payment will be made in accordance with the Prompt Payment Act, Government Code Chapter 4.5, commencing with Section 927, which requires payment of properly submitted, undisputed invoices within 45 days of receipt or automatically pay late payment penalties.
- G. The State will pay for State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the Energy Commission pursuant to this Agreement. The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employee's wages.
- H. No payment will be made for costs identified in Contractor invoices that have or will be reimbursed by another source, including but not limited to a Government Entity agreement or subcontract or other procurement methods.

#### 2. **PAYMENT TERMS**

- ☒ Monthly
- ☒ Itemized
- ☒ In Arrears

#### 3. **INVOICING PROCEDURES**

## EXHIBIT B

- A. Invoices shall be submitted in duplicate not more frequently than monthly. The following certification shall be included on each invoice and signed by an authorized official of the Contractor:

*I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.*

- B. The Energy Commission will accept computer generated or electronically transmitted invoices, provided the Contractor sends a paper copy the same day to the Energy Commission. The date of "invoice receipt" shall be the date the Energy Commission receives the paper copy.

Send invoices to:

California Energy Commission  
Accounting Office, MS-2  
1516 Ninth Street  
Sacramento, California 95814

- C. An invoice shall consist of, but not be limited to, the following.
- 1) Agreement number, date prepared and billing period.
  - 2) The Work Authorization number.
  - 3) The Contractor's actual fully loaded hourly labor rates by individual and number of hours worked during the reporting period. Identify actual, agreement and billed amounts.
  - 4) Other direct operating expenses, including equipment, travel, miscellaneous and materials, etc.
  - 5) Sub. contract or expenditures.
  - 6) An indication of whether a subcontractor is a California Certified Small Business or a Certified Disabled Veteran Business Enterprise.
  - 7) Identify the specific task(s) and the categories of expenditures under the applicable Work Authorization.
  - 8) Consistent with the applicable Work Authorization budget provide current billing, previously billed, budgeted amounts and balance of funds.
  - 9) If applicable, the match fund expenditures.
  - 10) All invoices must be accompanied by the following documentation to support the expenditure:
    - a) Subcontractor invoices which shall include items 1-9 above for corresponding information, if any, identified in the budget detail (e.g., if the budget detail lists hourly labor rates, then the subcontractor's invoice would include hourly labor rates).
    - b) Receipts for travel expenses.
    - c) Receipts for materials, miscellaneous, and/or equipment.
    - d) A report that documents the progress of the work during the billing period; and
    - e) Any other deliverables due during the billing period

## EXHIBIT B

### 4. **RETENTION**

The Energy Commission shall retain from each invoice ten per cent {10%} of that invoice, excluding equipment invoices. The retained amount shall be held and released only upon approval that work has been satisfactorily completed and the Final Report {if required} has been received and approved. The Contractor must submit a separate invoice for the retained amount. Retained funds may be withheld by the Energy Commission to compensate or credit for amounts that were paid in error, or amounts that were paid but exceed the actual allowable incurred costs.

Retention may be released upon completion of a work authorization as each is considered a separate and distinct piece of work {i.e. the work authorization is a stand-alone piece of work and could be completed without other work authorizations}. A work authorization for administration or management of the Agreement and/or subcontractors is not considered separate and distinct and retention will not be released early. Retention for the administrative/management work authorization will be released upon completion and approval of all Agreement final deliverables.

### 5. **TRAVEL AND PER DIEM RATES**

The Contractor shall be reimbursed for travel and per diem expenses using the Energy Commission Contractor Travel Rates. The Contractor must pay for travel in excess of these rates. The Contractor may obtain current rates from the Energy Commission's Web.Site at: [https://www.energy.ca.gov/sites/default/files/2020-02/TRAVEL\\_PER\\_DIEM\\_ADA.pdf](https://www.energy.ca.gov/sites/default/files/2020-02/TRAVEL_PER_DIEM_ADA.pdf)

A. Before Contractor incurs travel costs and travels under this Agreement:

- CAM shall provide written authorization in a Work Authorization
- Work Authorization Manager or designee shall approve the trip details in writing (e.g., by email).
- Contractor shall ensure that the trip is authorized in the WA and that sufficient labor hours and travel budget remains in the WA to cover the trip expenses..

B. The Energy Commission will reimburse travel expenses from the Contractor's office location. For purposes of payment, the Contractor's office location shall be considered the office location where the Contractor's employees or, if applicable, the employees of a subcontractor with responsibilities for this Agreement are permanently assigned.

C. Travel receipts and documentation of travel expenses, including travel meals and incidentals, shall be submitted with invoices requesting reimbursement from the Energy Commission. The documentation must be listed by trip and include dates and times of departure and return. The documentation must also include written trip approval by the WA Manager or designee.

### 6. **BUDGET CONTINGENCY CLAUSE**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this

## EXHIBIT B

program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Contractor to reflect the reduced amount

### 7. **RATES & CLASSIFICATIONS: CHANGES IN CONTRACTOR PERSONNEL OR SUBCONTRACTOR PERSONNEL**

This section contains provisions allowing rate and classification changes without a formal amendment. Exhibit D contains the rules for adding or replacing personnel and subcontractors listed in the Agreement. When a Contractor makes personnel and subcontractor changes in accordance with Exhibit D that do not require a formal amendment, the following rules explain the rates and classifications for which the Contractor can invoice. Changes outside of these rules require a formal amendment to the Agreement.

#### A. New Personnel

If Contractor or a subcontractor adds new personnel after the Agreement has been executed, the Contractor shall submit the new personnel's resume and proposed job classification/rate, consistent with classifications/rates within the respective budget, to CAM for review and approval. If the Agreement budget includes a job classification with the person identified as "To-Be Determined", and a person is later identified, this person is considered to be new personnel. The new personnel shall not provide services until the CAM approves the new personnel request in writing and notifies the Energy Commission Agreement Officer (CAO). Any work performed by these new personnel prior to CAM approval is at Contractor's expense; the Energy Commission will not reimburse Contractor for work performed by these new personnel that occurs prior to CAM approval.

#### B. Labor Rates & Classifications

The Agreement budget identifies individuals and/or job classifications and the maximum rates that the Contractor can invoice for them. The Contractor shall only invoice for the actual rates up to the maximum amount listed. Contractor can only increase rates or add new job classifications to the Agreement through a formal amendment to this Agreement.

##### 1. Contractor Changes: Addition or Replacement of Personnel

###### a) Labor Rates

If the Contractor adds a new person to a job classification listed in the Contractor's budget or replaces a person listed in the Contractor's budget, the Contractor can only invoice for the new person's actual rate up to the maximum amount listed for that classification in the Contractor's budget. The Contractor cannot use for its personnel a rate of a subcontractor.

###### b) Classifications

Additions or replacement of personnel can only be made within existing job classifications identified in the Contractor's budget. The Contractor cannot use for its personnel a job classification of a subcontractor. The new person must be invoiced within job classifications that already exist in the budget for the Contractor. If the Contractor wishes to add a new job classification to



## EXHIBIT B

the Agreement (for instance to bring in a new person or possibly promote a person) this will require a formal amendment to the Agreement.

### c) Promotions

Contractor personnel listed in the Contractor's budget can be moved to a higher-paying job classification listed in the Contractor's budget with prior written approval of the CAM and the appropriate Division Deputy Director. The written approval must be submitted to the CAO.

## 2. Subcontractor Changes: Addition or Replacement of Personnel

### a) Labor Rates

If a subcontractor adds a new person to a job classification listed in the subcontractor's budget or replaces a person listed in the subcontractor's budget for that subcontractor, the subcontractor can only invoice for the new person's actual rate up to the maximum amount listed for that classification in the subcontractor's budget. The subcontractor cannot use for its personnel a rate of another subcontractor or of the Contractor.

### b) Classifications

Additions or replacement of personnel can only be made within existing job classifications identified in the subcontractor's budget. The subcontractor cannot use for its personnel a job classification of another subcontractor or of the Contractor. The new person must be invoiced within job classifications that already exist in the budget for the subcontractor. If the subcontractor wishes to add a new job classification to the Agreement (for instance to bring in a new person or possibly promote a person) this will require a formal amendment to the Agreement.

### c) Promotions

Subcontractor personnel listed in the subcontractor's budget can be moved to a higher-paying job classification listed in the subcontractor's budget with prior written approval of the CAM and the appropriate Division Deputy Director. The written approval must be submitted to the CAO.

## C. Changes in Assigned Personnel Dollars

Contractor may move dollars allocated for a specific person (employee or subcontractor) to another person listed in an Agreement or Work Authorization budget. However such changes cannot change the amount of the budget for the labor category. If a change in personnel will result in a change in the dollar amount of the labor category, then the Agreement or Work Authorization must be amended.

## 8. BUDGET REALLOCATION

Any movement of funds from one category to another must be done through an amendment to the work authorization.

## EXHIBIT B

### 9. MULTI-YEAR FUNDING

Funding for this Agreement is from 3 4 fiscal years (FY), \$350,000 from FY 2018-19, \$300,000 from FY 2019-20, and \$300,000 from FY 2020-21, **and \$350,000 from FY 2021-22**. Funding for FY 2018-19, expires on June 30, 2021. Funding for FY 2019-20, expires on June 30, 2022. Funding for FY 2020-21, expires on June 30, 2023. **Funding for FY 2021-22, expires on June 30, 2024** To make payments from FY 2018-19, FY 2019-20 or FY 2020-21 funding prior to the expiration date, all Agreement services, products, deliverables and invoices using these funds must be received by the Energy Commission by ~~September 30, 2024~~ September 30, 2022~~3~~. The Energy Commission does not warrant or guarantee that payment will be made for services, products or deliverables performed if invoices are received after ~~September 30, 2024~~ September 30, 2022~~3~~.

### 10. BUDGET DETAIL

Costs That Will Be Reimbursed	
Labor (Contractor & subcontractors, Aspen fee of 10% will be added to all subcontractor invoices)	See Attachment 1 Budget Workbook Hourly Rates
Travel and Per Diem (Contractor & subcontractors)	Per State Rates
Other direct costs, including equipment rental (Contractor & subcontractors)	See Attachment 2 Other Direct Costs
Unallowable Costs	
Equipment Purchases	
Computer and Computer hardware	
Software	

Budget detail is contained in the Attachments to this Exhibit. The attached Budget Rates are to be used when drafting Work Authorizations.

Each Work Authorization will identify specific costs for each category.

STATE OF CALIFORNIA

STATE ENERGY RESOURCES  
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION: ASPEN ENVIRONMENTAL GROUP

**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 2 to Agreement 700-18-001 with the Aspen Environmental Group for a \$350,000 augmentation and time extension to assist in evaluating applications for energy facilities and transmission corridor designations, monitoring compliance for permitted facilities, reviewing petitions to amend or modify permitted facilities, greenhouse gases and global climate change and natural gas pipeline safety assessments; and supporting other activities in the areas of environmental impact assessment, engineering, and related regulatory matters; and

**FURTHER BE IT RESOLVED**, that the Executive Director or their 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 January 26, 2022.

AYE:

NAY:

ABSENT:

ABSTAIN:

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Liza Lopez  
Secretariat