





California Energy Commission August 13, 2025 Business Meeting Backup Materials for PacifiCorp

The following backup materials for the above-referenced agenda item are available in this PDF packet as listed below:

- 1. Proposed Resolution
- 2. Grant Request Form
- 3. Scope of Work

RESOLUTION NO: 25-0813-12

STATE OF CALIFORNIA

STATE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION: PacifiCorp

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 CER-25-001 with PacifiCorp for a \$12,372,528 grant. This project will deploy grid infrastructure upgrades to improve energy resilience for several communities impacted by increasing extreme fire weather conditions by installing advanced metering infrastructure throughout rural northern California to reduce outage response time and 20 miles of covered conductor line upgrades to minimize fire ignition risk in Siskiyou County; 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 August 13, 2025.

AYE: NAY: ABSENT: ABSTAIN:		
	Dated:	
	Kim Todd Secretariat	-



STATE OF CALIFORNIA CALIFORNIA ENERGY COMMISSION

GRANT REQUEST FORM (GRF)

A. New Agreement Number

IMPORTANT: New Agreement # to be completed by Contracts, Grants, and Loans Office.

New Agreement Number: CER-25-001

B. Division Information

1. Division Name: ERDD

2. Agreement Manager: Tanner Kural

3. MS-:None

4. Phone Number: 916-776-0783

C. Recipient's Information

Recipient's Legal Name: PacifiCorp
 Federal ID Number: 93-0246090

D. Title of Project

Title of project: California: Planning Resilience

E. Term and Amount

Start Date: 9/1/2025
 End Date: 6/29/2029
 Amount: \$12,372,528.00

F. Business Meeting Information

- 1. Are the ARFVTP agreements \$75K and under delegated to Executive Director? No
- 2. The Proposed Business Meeting Date: 8/13/2025.
- 3. Consent or Discussion? Discussion
- 4. Business Meeting Presenter Name: Tanner Kural
- 5. Time Needed for Business Meeting: 10 minutes.
- 6. The email subscription topic is: Community Energy Reliability and Resilience Investment (CERRI) Program.

Agenda Item Subject and Description:

PACIFICORP.

Proposed resolution approving agreement CER-25-001 with PacifiCorp for a \$12,372,528 grant, and adopting staff's recommendation that this project is exempt from CEQA. This project will deploy grid infrastructure upgrades to improve energy resilience for several communities impacted by increasing extreme fire weather conditions by installing advanced metering infrastructure throughout rural northern California to reduce outage response time and 20 miles of covered conductor line upgrades to minimize fire ignition risk in Siskiyou County. (CERRI Funding) Contact: Tanner Kural (Staff Presentation: 10 minutes)

G. California Environmental Quality Act (CEQA) Compliance



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

Yes

If yes, skip to question 2.

If no, complete the following (PRC 21065 and 14 CCR 15378) and 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: N/A

2. If Agreement is considered a "Project" under CEQA answer the following questions.

a) Agreement IS exempt?

Yes

Statutory Exemption?

No

If yes, list PRC and/or CCR section number(s) and separate each with a comma. If no, enter "None" and go to the next question.

PRC section number: None CCR section number: None Categorical Exemption?

Yes

If yes, list CCR section number(s) and separate each with a comma. If no, enter "None" and go to the next question.

CCR section number: Cal. Code Regs., tit. 14, § 15301; Cal. Code Regs., tit. 14, § 15302; Cal. Code Regs., tit. 14, § 15304

Cal. Code Regs., title 14, Section 15302 provides that replacement or reconstruction of existing structures and facilities where the new structure is to be located on the same site for substantially the same purpose and capacity are categorically exempt from the provisions of CEQA. This project will replace existing electric utility lines with upgraded covered conductors along the same existing rights-of-way. Project work includes replacement (or reconductoring) of the entire distribution line with covered conductors and updating system protection and other equipment as needed. A portion of the wood poles will be replaced with steel poles. Ground disturbance will be limited to the area at the base of each existing or new pole and anchor. An initial survey determined that there is a low likelihood for project activities to affect sensitive plant and animal species. Activities will be performed in accordance with a standard Operations and Maintenance Plan approved by the Klamath National Forest Service that includes species-specific protection measures for special-status species. For these reasons, the project will not have a significant effect on the environment and falls under the categorical exemption listed in 14 C.C.R.;15302.

Additionally, Cal Code Regs title 14, Section 15301 provides that the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing structures, facilities, mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing are categorically exempt from the provisions of CEQA. This project will involve minor alteration of existing facilities



by installing advanced metering infrastructure (AMI), upgraded with situational awareness functionality to detect energized downed conductor lines. These AMI upgrades will take place serving the communities Happy Camp, Crescent City, Klamath, Castella, Newell, Alturas, and Cedarville. This functionality will improve response times of field dispatch teams and reduce outage duration. The project will not have a significant impact on local air quality, noise, or traffic. For these reasons, the project will not have a significant effect on the environment and falls under the categorical exemption listed in 14 C.C.R.;15301.

Lastly, Cal Code Regs title 14, Section 15304 provides that a project may be exempt if it consists of minor alterations in the condition of land, water, and vegetation which does not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. No trees are expected to be removed as part of this project. Only preexisting fallen trees and understory brush will be removed to access poles. Trees that make contact with the electrical lines will be trimmed as per standard vegetation management procedures. Utility poles that have no drive-in access will be removed by hand or helicopter. Any existing poles to be replaced will be cut at ground level and removed such that no digging is required. The project will follow standard operation and maintenance procedures as approved by the Klamath National Forest Service. For these reasons, the project will have minimal disturbance to the land, water, and vegetation consistent and falls under the categorical exemption listed in 14 C.C.R.; 15304.

Therefore, the proposed project will have no significant effect on the environment and is categorically exempt under sections 15301, 15302, and 15304.

The project will not impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies; does not involve any cumulative impacts of successive projects of the same type in the same place that might be considered significant; does not involve unusual circumstances that might have a significant effect on the environment; will not result in damage to scenic resources within a highway officially designated as a state scenic highway; the project site is not included on any list compiled pursuant to Government Code section 65962.5; and the project will not cause a substantial adverse change in the significance of a historical resource. Therefore, none of the exceptions to categorical exemptions listed in CEQA Guidelines section 15300.2 apply to this project and this project will not have a significant effect on the environment.

Common Sense Exemption? 14 CCR 15061 (b) (3)

No

If yes, explain reason why Agreement is exempt under the above section. If no, enter "Not applicable" and go to the next section.

b) Agreement IS NOT exempt.

IMPORTANT: consult with the legal office to determine next steps.



If yes, answer yes or no to all that applies. If no, list all as "no" and "None" as "yes".

Additional Documents	Applies
Initial Study	No
Negative Declaration	No
Mitigated Negative Declaration	No
Environmental Impact Report	No
Statement of Overriding Considerations	No
None	Yes

H. Is this project considered "Infrastructure"?

Yes

I. Subcontractors

List all Subcontractors listed in the Budget (s) (major and minor). Insert additional rows if needed. If no subcontractors to report, enter "No subcontractors to report" and "0" to funds. **Delete** any unused rows from the table.

Subcontractor Legal Company Name	CEC Funds	Match Funds
Kiewit Transmission Services, Inc.	\$ 6,080,658	\$10,336,061
Power Engineers, Incorporated	\$ 0	\$1,650,774
Itron Networked Solutions, Inc.	\$ 1,310,564	\$ 0

J. Vendors and Sellers for Equipment and Materials/Miscellaneous

List all Vendors and Sellers listed in Budget(s) for Equipment and Materials/Miscellaneous. Insert additional rows if needed. If no vendors or sellers to report, enter "No vendors or sellers to report" and "0" to funds. **Delete** any unused rows from the table.

Vendor/Seller Legal Company Name	CEC Funds	Match Funds
To Be Determined Materials Vendor	\$2,680,748	\$ 577,896
TBD Administrator	\$ 150,000	\$0

K. Key Partners

List all key partner(s). Insert additional rows if needed. If no key partners to report, enter "No key partners to report." **Delete** any unused rows from the table.



Key Partner Legal Company Name		
International Brotherhood of Electrical Workers, Local Union 659		
Siskiyou Economic Development Council		
Karuk Tribe		

L. Budget Information

Include all budget information. Insert additional rows if needed. If no budget information to report, enter "N/A" for "Not Applicable" and "0" to Amount. **Delete** any unused rows from the table.

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
FED	23-24	303.113	\$ 12,372,528

TOTAL Amount: \$ 12,372,528

R&D Program Area: ESB: Renewables

Explanation for "Other" selection Not applicable

Reimbursement Contract #: Not applicable

Federal Agreement #: 102

M. Recipient's Contact Information

1. Recipient's Administrator/Officer

Name: Jeff Howcroft

Address: 1407 W North Temple

City, State, Zip: Salt Lake City, UT 84116-3187

Phone: (801) 220-2635

E-Mail: jeff.howcroft@pacificorp.com

2. Recipient's Project Manager

Name: Keshav Puri

Address: 1407 W North Temple

City, State, Zip: Salt Lake City, UT 84116-3187

Phone: 314-320-9022

E-Mail: keshav.puri@pacificorp.com



N. Selection Process Used

There are three types of selection process. List the one used for this GRF.

Selection Process	Additional Information
Competitive Solicitation #	GFO-23-312
First Come First Served Solicitation #	Not applicable
Other	Not applicable

O. Attached Items

1. List all items that should be attached to this GRF by entering "Yes" or "No".

Item Number	Item Name	Attached
1	Exhibit A, Scope of Work/Schedule	Yes
2	Exhibit B, Budget Detail	Yes
3	CEC 105, Questionnaire for Identifying Conflicts	Yes.
4	Recipient Resolution	No.
5	Awardee CEQA Documentation	Yes.

Approved By

Individuals who approve this form must enter their full name and approval date in the MS Word version.

Agreement Manager: Tanner Kural

Approval Date: 7/2/2025

Branch Manager: Alex Horangic

Approval Date: 7/2/2025

Director: Jonah Steinbuck (delegated to Branch Manager)

Approval Date: n/a

I. TASK ACRONYM/TERM LISTS

A. Task List

Task #	CPR ¹	Task Name
1		General Project Tasks
2		Scoping
3	Х	Engineering Design
4		Procurement
5	Х	Installation
6		Community Engagement and Impacts
7		Workforce Development
8		Evaluation of Project Benefits

B. Acronym/Term List

Acronym/Term	Meaning
AMI	Advanced metering infrastructure – Smart metering system enabling two-
	way communication for real-time data collection, monitoring, and
	management.
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CBO	Community Based Organization
CBA	Collective Bargaining Agreement: Also referred to as "bargaining
	agreement" and sometimes known as a "labor-management agreement" or
	"union contract." These terms refer to an agreement between an employer
	and a union establishing wages, hours, and other terms and conditions of
	employment for employees in the bargaining unit represented by the union.
CEC	California Energy Commission
Contractor	A legal entity contracted by the prime or subrecipient to provide goods
	and/or services within normal business operations, provides similar goods
	or services to many different purchasers, operates in a competitive
	environment, provides goods or services that are ancillary to the operation
	of the CERRI Program.
CAPR	California: Planning Resilience, the title of this agreement.
CPR	Critical Project Review
DBA	Davis-Bacon Act
DOE	U.S. Department of Energy
DOE TPO	DOE Technical Project Officer - Main point of contact between CEC and
	DOE for administering the program this agreement was awarded under.
DOL	U.S. Department of Labor

¹ Please see subtask 1.3 in Part III of the Scope of Work (General Project Tasks) for a description of Critical Project Review (CPR) Meetings.

Acronym/Term	Meaning
EDC	Energized downed conductor – Fallen power line still carrying electrical current, posing significant safety hazards, including electrocution and fire risks, requiring utility intervention and public caution.
FAN	Field Area Network - Wireless mesh communication network that scales over a large geographic area. Used by electric utilities to enhance reliable visibility and control over smart grid operation.
IBEW	International Brotherhood of Electrical Workers – labor union that represents workers and retirees in the electrical industry; project partner.
LCPTracker	Third-party electronic payroll compliance software application for the Davis-Bacon Act.
Recipient	PacifiCorp
Redlines	Final as-built documentation that captures any deviations or modifications made during equipment installation compared to the original design or planned specifications.
SEDC	Siskiyou Economic Development Council – CBO partner under this project.
WD	Wage Determination: A WD is the list of basic hourly wage rates and fringe benefit rates for each classification of laborers and mechanics ("labor classification") in a predetermined geographic area for a particular type of construction, as established by the DOL Wage and Hour Division. The WD identifies the specific information to be loaded into LCPtracker for a particular project. In some cases, the WD is known at award and in others at a later time. In cases where there is a CBA or a WD is not available in SAM.gov, a separate process exists via Office of General Counsel (OGC)/DOL for conformance/conversion to a specific WD for the project/prime recipient (DOE BIL DBA guidance on conformance is forthcoming). Note that this process can take up to 60 days.
QPR	Quarterly Progress Report

II. PURPOSE OF AGREEMENT, PROBLEM/SOLUTION STATEMENT, AND GOALS AND OBJECTIVES

A. Purpose of Agreement

The purpose of this Agreement is to fund the deployment of technical upgrades and community-based projects that collectively improve reliability, increase resilience and mitigate the instance and impact of wildfire.

B. Problem/ Solution Statement

Problem

Over the past six years, the northern California counties addressed by this application have been impacted by the Kelly Fire (2023), River Complex Fire (2021), Smith River Complex Fires (2023), Dixie Fire (2021), and Happy Camp Complex Fire (2023). The three 2023 fires have all ranked in California's five largest by acres impacted. Despite increased fire suppression budgets, wildfires have grown in number, size and intensity and continue to impact communities at a more substantial rate than previously recorded. Increased human development in the wildland-urban interface, where people (and their structures) are intermixed with, or located

near, substantial wildland vegetation has increased the probability and exacerbated the costs of wildfire damage in terms of both harm to people and property damage.

This project, *California: Planning Resilience* (CAPR), aims to address the urgent need to prepare rural communities for the increasing threats of extreme weather, particularly wildfire, and to concomitantly reduce outages and reduce severe wildfire-smoke based air quality hazards.

Solution

This project aims to address the urgent need to prepare rural communities for the increasing threats of extreme weather, particularly wildfire, and to concomitantly reduce outages and reduce severe wildfire-smoke based air quality hazards. The CAPR project seeks to demonstrate a multi-pronged approach that includes covered conductor line rebuilds that address the largest cause of outage frequency; advanced meter-based situational awareness, which addresses the most significant impacts of outage duration.

Pacificorp (the Recipient) plans to deploy 20 miles of covered conductor. The objectives are twofold: minimize the ignition risk and ensure a more resilient system with fewer outages. Installing covered conductor reduces phase-to-phase contacts that can cause outages or potential ignition. The entire installation will occur on circuit 5G16 in the disadvantaged community at Happy Camp, encompassing the Karuk tribal land (Census Tract 6093000500).

The Recipient also plans to install advanced metering infrastructure (AMI) with situational awareness capabilities across its utility service area. These next generation meters provide enhanced situational awareness for fault location by better pinpointing energized, downed conductors (EDC). Bellwether meter data indicate potential EDCs, which reduces dispatch time leading to expedited service restoration.

C. Goals and Objectives of the Agreement

Agreement Goals

The goals of this Agreement are to:

- Replace bare overhead conductor with covered conductor or equivalent to reduce outage frequency and ignition risk
- Upgrade meters down detect energized downed conductors to reduce outage duration, public safety and ignition risk

Community Benefits

The nontechnical community benefits of this project focus on creating an active engagement platform between the Recipient and the residents of northern California. Siskiyou Economic Development Council (SEDC) is a Community Based Organization (CBO) that the Recipient engages with regularly for interacting with Siskiyou County residents and businesses. SEDC serves as the first-source advocate for business development, developing strategies for constructive, balanced regional economic growth of Siskiyou County. SEDC has been engaged to help establish this platform between the utility and its customers in Siskiyou County. The Karuk Tribe, a customer directly impacted by the construction in this project scope, has been engaged prior to agreement execution and will continue being engaged throughout the project.

Workforce Development

The Recipient has a strong commitment to training and apprenticeship programs. Currently, the Recipient has 173 registered apprentices in the trades of meterman, lineman, estimating, and substation technicians. These programs are in partnership with the International Brotherhood of Electrical Workers (IBEW) Local Union 659. CAPR project implementation is expected to create around 10,000 hours of work for represented linemen. The Recipient will provide training to its workforce through paid registered apprenticeship programs and educational reimbursement (tuition assistance). In particular, the Recipient expects that approximately 50% of the workforce on this project would be registered apprentices.

AMI deployment through this project will introduce new technology and require analytical skills that have become increasingly valuable to a smart grid. This project is expected to create new high-paying jobs, and opportunities for the Recipient's desk workers to upskill. The Recipient is dedicated to identifying relevant skills that employees may need in the future and routinely conducts training programs. The Recipient also offers educational reimbursement for up to \$7,500/calendar year for both represented and non-represented workers to upskill through regionally accredited graduate, undergraduate or vocations courses.

Additionally, the contractor that is supporting the deployment of covered conductors will partner with IBEW Local 659 in Northern California and follow the Northwest National Electrical Contractors Association Chapter's Scope of Work to ensure alignment with local labor requirements. For project CAPR, this contractor will adhere to the journeyman-to-apprentice ratio required by the Northwest Agreement and Northwest Line Joint Apprenticeship and Training Committee standards, maintaining one apprentice per journeyman on each job site, with apprentices always under the supervision of journeymen. The typical crew will consist of a foreman, journeyman, one hot apprentice, and one cold apprentice.

Agreement Objectives

The objectives of this Agreement are to:

- Reduce the potential of ignition events caused by phase-to-phase contacts on overhead distribution lines by installing covered conductor on approximately 20 miles of line
- Reduce the duration of detecting and locating energized, downed conductor by installing approximately 4,500 meters and accompanying software with detection capabilities.

III. TASK 1 GENERAL PROJECT TASKS

PRODUCTS

Subtask 1.1 Products

The goal of this subtask is to establish the requirements for submitting project products (e.g., reports, summaries, plans, and presentation materials). Unless otherwise specified by the Commission Agreement Manager (CAM), the Recipient must deliver products as required below by the dates listed in the **Project Schedule (Part V)**. All products submitted which will be viewed by the public, must comply with the accessibility requirements of Section 508 of the federal Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. All technical tasks should include product(s). Products that require a draft version are indicated by marking "(draft and final)" after the product name in the "Products" section of the task/subtask.

If "(draft and final)" does not appear after the product name, only a final version of the product is required. With respect to due dates within this Scope of Work, "days" means working days. The Recipient shall:

For products that require a draft version, including the Final Report Outline and Final Report

- Submit all draft products to the CAM for review and comment in accordance with the Project Schedule (Part V). The CAM will provide written comments to the Recipient on the draft product within 15 days of receipt, unless otherwise specified in the task/subtask for which the product is required.
- Consider incorporating all CAM comments into the final product. If the Recipient disagrees with any comment, provide a written response explaining why the comment was not incorporated into the final product.
- Submit the revised product and responses to comments within 10 days of notice by the CAM, unless the CAM specifies a longer time period, or approves a request for additional time.

For products that require a final version only

• Submit the product to the CAM for acceptance. The CAM may request minor revisions or explanations prior to acceptance.

For all products

Submit all data and documents required as products in accordance with the following:

Instructions for Submitting Electronic Files and Developing Software:

Electronic File Format

Submit all data and documents required as products under this Agreement in an electronic file format that is fully editable and compatible with the California Energy Commission's (CEC) software and Microsoft (MS)operating computing platforms, or with any other format approved by the CAM. Deliver an electronic copy of the full text of any Agreement data and documents in a format specified by the CAM, such as memory stick.

The following describes the accepted formats for electronic data and documents provided to the CEC as products under this Agreement, and establishes the software versions that will be required to review and approve all software products:

- Data sets will be in MS Access or MS Excel file format (version 2007 or later), or any other format approved by the CAM.
- Text documents will be in MS Word file format, version 2007 or later.
- Project management documents will be in Microsoft Project file format, version 2007 or later or any other format approved by the CAM.

Software Application Development

Use the following standard Application Architecture components in compatible versions for any software application development required by this Agreement (e.g., databases, models, modeling tools), unless the CAM approves other software applications such as open source programs:

Microsoft ASP.NET framework (version 3.5 and up). Recommend 4.0.

- Microsoft Internet Information Services (IIS), (version 6 and up) Recommend 7.5.
- Visual Studio.NET (version 2008 and up). Recommend 2010.
- C# Programming Language with Presentation (UI), Business Object and Data Layers.
- SQL (Structured Query Language).
- Microsoft SQL Server 2008, Stored Procedures. Recommend 2008 R2.
- Microsoft SQL Reporting Services. Recommend 2008 R2.
- XML (external interfaces).

Any exceptions to the Electronic File Format requirements above must be approved in writing by the CAM. The CAM will consult with the CEC's Information Technology Services Branch to determine whether the exceptions are allowable.

MEETINGS

Subtask 1.2 Kick-off Meeting

The goal of this subtask is to establish the lines of communication and procedures for implementing this Agreement.

The Recipient shall:

 Attend a "Kick-off" meeting with the CAM, the Commission Agreement Officer (CAO), and any other CEC staff relevant to the Agreement. The Recipient will bring its Project Manager and any other individuals designated by the CAM to this meeting. The administrative and technical aspects of the Agreement will be discussed at the meeting. Prior to the meeting, the CAM will provide an agenda to all potential meeting participants. The meeting may take place in person or by electronic conferencing (e.g., Microsoft Teams), with approval of the CAM.

The administrative portion of the meeting will include discussion of the following:

- o Terms and conditions of the Agreement:
- Invoicing and auditing procedures;
- Administrative products (subtask 1.1);
- CPR meetings (subtask 1.3);
- Match fund documentation (subtask 1.7);
- Permit documentation (subtask 1.8);
- Subcontracts (subtask 1.9); and
- Any other relevant topics.

The <u>technical portion</u> of the meeting will include discussion of the following:

- The CAM's expectations for accomplishing tasks described in the Scope of Work;
- An updated Project Schedule;
- Technical products (subtask 1.1);
- Progress reports (subtask 1.5);
- Monthly Call (subtask 1.5.1)
- Final Report (subtask 1.6);
- Any other relevant topics.
- Provide *Kick-off Meeting Presentation* to include but not limited to:

- Project overview (i.e., project description, goals and objectives, technical tasks, expected benefits)
- Project schedule that identifies milestones
- List of potential risk factors and hurdles, and mitigation strategy
- Provide an Updated Project Schedule, Match Funds Status Letter, and Permit Status Letter, as needed to reflect any changes in the documents.

The CAM shall:

- Designate the date and location of the meeting.
- Send the Recipient a Kick-off Meeting Agenda.

Recipient Products:

- Kick-off Meeting Presentation
- Updated Project Schedule (if applicable)
- Match Funds Status Letter (subtask 1.7) (if applicable)
- Permit Status Letter (subtask 1.8) (if applicable)

CAM Product:

Kick-off Meeting Agenda

Subtask 1.3 Critical Project Review (CPR) Meetings

The goal of this subtask is to determine if the project should continue to receive CEC funding, and if so whether any modifications must be made to the tasks, products, schedule, or budget. CPR meetings provide the opportunity for frank discussions between the CEC and the Recipient. As determined by the CAM, discussions may include project status, challenges, successes, report preparation, and progress on Community Engagement and Workforce Development activities. Participants will include the CAM and the Recipient and may include the CAO and any other individuals selected by the CAM to provide support to the CEC.

CPR meetings generally take place at key, predetermined points in the Agreement, as determined by the CAM and as shown in the Task List on page 1 of this Exhibit. However, the CAM may schedule additional CPR meetings as necessary. The budget will be reallocated to cover the additional costs borne by the Recipient, but the overall Agreement amount will not increase. CPR meetings generally take place at the CEC, but they may take place at another location, or may be conducted via electronic conferencing (e.g., Microsoft Teams) as determined by the CAM.

The Recipient shall:

- Prepare and submit a CPR Report and/or presentation based on the CAM's determination for each CPR meeting that: (1) discusses the progress of the Agreement toward achieving its goals and objectives; and (2) includes recommendations and conclusions regarding continued work on the project.
- Attend the CPR meeting.
- Present the CPR Report or presentation and any other required information at each CPR meeting.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient's input.
- Send the Recipient a CPR Agenda with a list of expected CPR participants in advance of the CPR meeting. If applicable, the agenda will include a discussion of match funding and permits.
- Conduct and make a record of each CPR meeting. Provide the Recipient with a schedule for providing a Progress Determination on continuation of the project.
- Determine whether to continue the project, and if so whether modifications are needed to the tasks, schedule, products, or budget for the remainder of the Agreement. If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Deputy Director of the Energy Research and Development Division, and this may result in project delays, including a potential Stop Work Order, while the CEC determines whether the project should continue.
- Provide the Recipient with a *Progress Determination* on continuation of the project, in accordance with the schedule. The Progress Determination may include a requirement that the Recipient revise one or more products.

Recipient Products:

CPR Report(s) and/or Presentation(s)

CAM Products:

- CPR Agenda(s)
- Progress Determination

Subtask 1.4 Final Meeting

The goal of this subtask is to complete the closeout of this Agreement.

The Recipient shall:

Meet with CEC staff to present, as applicable, project outcomes, findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement. This meeting will be attended by the Recipient and CAM, at a minimum. The meeting may occur in person or by electronic conferencing (e.g., Microsoft Teams), with approval of the CAM.

The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be divided into two separate meetings at the CAM's discretion.

- The technical portion of the meeting will involve the presentation of project results and benefits (including Project Metrics as cited in Attachment 10), challenges experienced, and recommended next steps (if any) for the Agreement. The CAM will determine the appropriate meeting participants.
- The administrative portion of the meeting will involve a discussion with the CAM and the CAO of the following Agreement closeout items:
 - Disposition of any procured equipment.
 - The CEC's request for specific "generated" data (not already provided in Agreement products).
 - Any "Surviving" Agreement provisions such as repayment provisions and confidential products.
 - Final invoicing and release of retention.

- Prepare a Final Meeting Agreement Summary that documents any agreement made between the Recipient and Commission staff during the meeting.
- Prepare a Schedule for Completing Agreement Closeout Activities if deemed necessary by the CAM.
 - Prepare a Tangible Personal Property Report (SF-428) if deemed necessary by the
 - Prepare a Tangible Personal Property Report: Final Report (SF-428-B) if deemed necessary by the CAM.
 - Prepare a Tangible Personal Property Report: Disposition Request / Report (SF-428-C) if deemed necessary by the CAM.
- Provide copies of All Final Products on a USB memory stick, or via a secure File Transfer Protocol (FTP) site, organized by the tasks in the Agreement.

Products:

- Final Meeting Agreement Summary (if applicable)
- Schedule for Completing Agreement Closeout Activities (if applicable)
- Tangible Personal Property Report (SF-428) (if applicable)
- Tangible Personal Property Report: Final Report (SF-428-B) (if applicable)
- Tangible Personal Property Report: Disposition Request / Report (SF-428-C) (if applicable)
- All Final Products

MONTHLY CALLS. REPORTS AND INVOICES

Subtask 1.5 Project Management Reports and Invoices

The goals of this subtask are to: (1) periodically verify that satisfactory and continued progress is made towards achieving the project objectives of this Agreement; and (2) ensure that invoices contain all required information and are submitted in the appropriate format.

The Recipient shall:

- Submit a Quarterly Progress Report (QPR) to the CAM. Each progress report must:
 - Detail progress made on all Agreement activities as specified in the Scope of Work for the preceding quarter, including baseline budget and incurred cost, milestones (as defined in the Project Schedule, Attachment 04), build metrics, and risk management activities.
 - QPRs must be submitted no later than 15 days after the end of the Federal Fiscal Quarter.
 - See the Quarterly Progress Report Format Attachment and Instructions for the required specifications:
 - **Quarterly Progress Report Instructions:** https://www.energy.ca.gov/media/9027
 - **Quarterly Progress Report Template:** https://www.energy.ca.gov/media/9028
- Submit a monthly or quarterly *Invoice* that follows the instructions in the "Payment of Funds" section of the terms and conditions, including a financial report on Match Funds and in-state expenditures.

Products:

Quarterly Progress Reports

Invoices

Subtask 1.5.1 Monthly Calls

The goal of this task is to have calls at least monthly between the CAM and Recipient to 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 verbally 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, to verify match funds are being proportionally spent concurrently or in advance of CEC funds or are being spent in accordance with an approved Match Funding Spending Plan, to form the basis for determining whether invoices are consistent with work performed, and to answer any other questions from the CAM. Monthly calls might not be held on those months when a quarterly progress report is submitted or the CAM determines that a monthly call is unnecessary.

The CAM shall:

- Schedule monthly calls.
- Provide guestions to the Recipient prior to the monthly call.
- Provide call summary notes to Recipient of items discussed during call.

The Recipient shall:

- Review the questions provided by CAM prior to the monthly call
- Provide verbal answers to the CAM during the call.

Product:

Email to CAM concurring with call summary notes.

Subtask 1.5.2 Davis-Bacon Act Reporting Compliance

The goal of this subtask is to ensure compliance with federal Davis-Bacon Act (DBA) requirements. BIL Title XI, Section 41101, applies wage rate requirements under DBA for construction, alteration, or repair work on Bipartisan Infrastructure Law (BIL) activities. This means that laborers and mechanics performing construction, alternation or repair on BIL projects shall be paid wages at the rates not less than those prevailing on similar projects in the locality as determined by the Secretary of Labor. In the case of a multi-phase project, DBA and associated compliance activities would not be triggered until the start of construction. Please review the Bipartisan Infrastructure Law Davis Bacon Act Compliance Using LCP Tracker with Monitoring and Reporting Guidance for BIL DBA Funding Recipients (https://www.energy.gov/sites/default/files/2024-02/BIL%20DBA%20Compliance%20using%20LCPtracker%20-%20External%20Guidance%20Final 0.pdf) for more information.

The Recipient shall:

 Submit proposed Wage Determination(s) (WD) or Collective Bargaining Agreement(s) (CBA) for set-up information in LCPtracker for prime recipient and all subrecipients and contractors to the Department of Energy (DOE) Technical Project Officer (TPO) as soon as possible and no later than one month prior to

start of construction.

- Notify the CAM and TPO/Contracting Officer (CO) if the recipient has a CBA. A CBA will need a separate process of being sent to Department of Labor (DOL) for conformance/conversion to a specific WD for the project/prime recipient.
- Provide access to LCPtracker for subrecipients and contractors. Including verification of identity.
- Ensure that all DBA/prevailing wage requirements flow down to subrecipients and contractors.
- Submit weekly payrolls to LCPtracker.
- Monitor all weekly payroll submissions (prime recipient, subrecipients, and contractors).
- Ensure compliance with weekly payroll submissions and work with subrecipients/contractors to correct submissions as needed.
- Submit Semi-Annual DBA Enforcement Reports in accordance with deadlines set by DOE.
- Notify CAM and TPO of any concerns with DBA compliance.
- Ensure that all subrecipients and contractors submit proposed WD(s) or CBA(s).

Products:

- Proposed WD(s) or CBA(s) submitted to LCPtracker
- Weekly payrolls submitted to LCPtracker
- Semi-Annual DBA Enforcement Report

To the extent the foregoing requirements are subject to a compliance plan and/or waiver issued by the DOE or DOL, Recipient shall be excused from such requirements consistent with the terms of such curative/compliance plan and/or waiver.

Subtask 1.6 Final Report

The goal of this subtask is to prepare a comprehensive Final Report that describes the original purpose, approach, and results of the work performed under this Agreement. When creating the Final Report Outline and the Final Report, the Recipient must use the CEC Style Manual provided by the CAM.

Subtask 1.6.1 Final Report Outline

The Recipient shall:

Prepare a Final Report Outline in accordance with the Energy Commission Style Manual provided by the CAM.

Recipient Products:

• Final Report Outline (draft and final)

CAM Products:

- Energy Commission Style Manual
- Comments on Draft Final Report Outline
- Acceptance of Final Report Outline

Subtask 1.6.2 Final Report

The Recipient shall:

Prepare a Final Report for this Agreement in accordance with the approved Final Report Outline, Energy Commission Style Manual, and Final Report Template provided by the CAM. Report elements that may be required are as follows:

- Cover page
- Credits page on the reverse side of cover with legal disclaimer
- Acknowledgements page
- Preface
- Abstract, keywords, and citation page
- Table of Contents
- Executive summary
- Body of the report
- References
- Glossary/Acronyms
- Bibliography
- Appendices
- Attachments
- Submit a draft of the report to the CAM for review and comment. The CAM will provide written comments to the Recipient on the draft product within 15 days of
- Incorporate all CAM comments into the Final Report. If the Recipient disagrees with any comment, provide a Written Responses to Comments explaining why the comments were not incorporated into the final product.
- Submit the revised Final Report electronically with any Written Responses to Comments within 10 days of receipt of CAM's Written Comments on the Draft Final Report, unless the CAM specifies a longer time period or approves a request for additional time.

Products:

- Draft Final Report
- Written Responses to Comments (if applicable)
- Final Report

CAM Product:

Written Comments on the Draft Final Report

MATCH FUNDS, PERMITS, AND SUBAWARDS

Subtask 1.7 Match Funds

The goal of this subtask is to ensure that the Recipient obtains any match funds planned for this Agreement and applies them to the Agreement during the Agreement term.

While the costs to obtain and document match funds are not reimbursable under this Agreement, the Recipient may spend match funds for this task. The Recipient may only spend match funds during the Agreement term, either concurrently or prior to the use of CERRI funds. Match funds must be identified in writing, and the Recipient must obtain any associated commitments before incurring any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a Match Funds Status Letter that documents the match funds committed to this Agreement. If no match funds were part of the application that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state this in the letter.
- If match funds were a part of the application that led to the CEC awarding this Agreement, then provide in the letter:
 - A list of the match funds that identifies:
 - The amount of cash match funds, their source(s) (including a contact name, address, and telephone number), and the task(s) to which the match funds will be applied.
 - The amount of each in-kind contribution, a description of the contribution type (e.g., property, services), the documented market or book value, the 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 must identify its owner and provide a contact name, address, telephone number, and the address where the property is located.
 - If different from the solicitation application, provide a letter of commitment from an authorized representative of each source of match funding that the funds or contributions have been secured.
- At the Kick-off meeting, discuss match funds and the impact on the project if they are significantly reduced or not obtained as committed. Match funds will be included as a line item in the Quarterly Progress Reports and will be a topic at CPR meetings.
- Provide a Supplemental Match Funds Notification Letter to the CAM of receipt of additional match funds.
- Provide a Match Funds Reduction Notification Letter to the CAM if existing match funds are reduced during the Agreement. Reduction of match funds may trigger a CPR meeting, or, if federal requirements are violated by the reduction, cancellation of the Agreement.

Products:

- Match Funds Status Letter
- Supplemental Match Funds Notification Letter (if applicable)
- Match Funds Reduction Notification Letter (if applicable)

Subtask 1.8 Permits

The goal of this subtask 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, with the exception of costs incurred by University of California recipients. Permits must be identified and obtained before the Recipient may incur any costs related to the use of the permit(s) for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a Permit Status Letter that documents the permits required to conduct this Agreement. If no permits are required at the start of this Agreement, then state this in the letter. If permits will be required during the Agreement, provide in the letter:
 - A list of the permits that identifies: (1) the type of permit; and (2) the name, address, and telephone number of the permitting jurisdictions or lead agencies.
 - The schedule the Recipient will follow in applying for and obtaining the permits.
- The list of permits and the schedule for obtaining them will be discussed at the Kick-off meeting (subtask 1.2), and a timetable for submitting the updated list, schedule, and copies of the permits will be developed. The impact on the project 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 progress reports and will be a topic at CPR meetings.
- If during the Agreement additional permits become necessary, then provide the CAM with an *Updated List of Permits* (including the appropriate information on each permit) and an Updated Schedule for Acquiring Permits.
- Send the CAM a Copy of Each Approved Permit.
- If during the Agreement permits are not obtained on time or are denied, notify the CAM within 5 days. Either of these events may trigger a CPR meeting.

Products:

- Permit Status Letter
- Updated List of Permits (if applicable)
- Updated Schedule for Acquiring Permits (if applicable)
- Copy of Each Approved Permit (if applicable)

Subtask 1.9 Obtain and Execute Subcontracts and Agreements with Site Hosts

The goals of this subtask are to: (1) procure and execute subcontracts and site host agreements, as applicable, required to carry out the tasks under this Agreement; and (2) ensure that the subcontracts and site host agreements are consistent with the Agreement terms and conditions and the Recipient's own contracting policies and procedures.

The Recipient shall:

- Execute and manage subcontracts and coordinate subcontractor activities in accordance with the requirements of this Agreement.
- Execute and manage site host agreements, and ensure the right to use the project site throughout the term of the Agreement, as applicable. A site host agreement is not required if the Recipient is the site host.

- Notify the CEC in writing immediately, but no later than five calendar days, if there is a reasonable likelihood the project site cannot be acquired or can no longer be used for the project.
- Incorporate this Agreement by reference into each subcontract.
- Include any required CEC flow-down provisions in each subcontract, in addition to a statement that the terms of this Agreement will prevail if they conflict with the subcontract terms.
- Submit a Subcontract and Site Letter to the CAM describing the subcontracts and any site host agreement needed or stating that no subcontracts or site host agreements are required.
- If requested by the CAM, submit a draft of each *Subcontract* and any *Site Host Agreement* required to conduct the work under this Agreement.
- If requested by the CAM, submit a final copy of each executed subcontract.
- Notify and receive written approval from the CAM prior to adding any new subcontractors (see the terms regarding subcontractor additions in the terms and conditions).

Products:

- Subcontract and Site Letter
- Draft Subcontracts (if required by the CAM)
- Draft Site Host Agreement (if requested by the CAM)
- Final Subcontracts (if requested by the CAM)
- Final Site Host Agreement (if requested by the CAM)

Subtask 1.10 Project Metrics

The goal of this subtask is to finalize key performance measures for the project and report on final results in achieving those measures. The performance measures should be a combination of job creation and training, community engagement activities and events, and impact metrics that provide the most significant indicator of the project's potential success.

The Recipient shall:

- Complete and submit the Project Metrics and Impact Report to the CAM prior to October
 15 of each project year. Each Program Metrics and Impact Report must:
- Detail baseline impact metrics (performance measures), current fiscal year impact metrics (performance measures), job creation and training, workforce demographics, and community engagement activities and events.
- See the Project Metrics and Impact Report Format Attachment and Instructions for the required specifications:
 - <u>Annual Program Metrics and Impact Report Instructions</u>: https://www.energy.ca.gov/media/9029
 - Annual Program Metrics and Impact Report Template: https://www.energy.ca.gov/media/9030
- Develop and submit a *Project Metrics Results* document describing the extent to which the Recipient met each of the initial performance metrics as described in Project Metrics - Attachment 09.
- Discuss the Project Performance Metrics Results at the Final Meeting.

Products:

- Project Metrics and Impact Report (submitted annually)
- Project Performance Metrics Results

IV. TECHNICAL TASKS

TASK 2: SCOPING

The goal of this task is to develop the ideal approach to executing the proposed activities listed in "Agreement Objectives". This task will give the Recipient an opportunity to re-evaluate the underlying risks proposed solution of the project before commencing further project phases.

Subtask 2.1 Scope Covered Conductor Installation The Recipient shall:

- Work with subrecipients and contractors to identify circuit segments that will be replaced with covered conductor and fire-resistant poles based on preliminary scope. Prioritized circuit 5G16 based on asset health, fire risk area, disadvantaged community overlap and performance criteria.
- Prepare a Covered Conductor Workplan (draft), which will include but not limited to:
 - Map of facility locations in .kmz format
 - Scoping document
 - Preliminary estimate
- Prepare a Covered Conductor Workplan (final) that is responsive to any comments or feedback provided by CAM on the draft version.

Products:

Finalized Covered Conductor Workplan document (draft and final)

Subtask 2.2 Scope Meter Upgrades The Recipient shall:

- Work with subrecipients and contractors to identify specific sensor type, number and a list of preferred locations. Begin engaging communities on benefits of advanced meters.
 - Prepare a *Preliminary AMI Workplan*, which will include but not limited to:
 - o Geographic Information System device coordinates survey/verification
 - o Communication requirements for Field Area Network (FAN) and sensors
 - FAN survey for High Fire Threat District circuits, dead spots, additional device locations and counts
 - Field survey for AMI meter locations and counts
 - Scoping document
 - Preliminary estimate
 - Meter installation plan
 - o Community outreach program

Products:

• Preliminary AMI Workplan document

TASK 3: ENGINEERING DESIGN

The goal of this task is to create detailed designs based on Task 2 that will inform procurement strategies, such as material specifications, and construction instructions.

Subtask 3.1 Design Covered Conductor Installation The Recipient shall:

- Work with subrecipients and contractors to develop and deliver the required engineering documents used to install covered conductors and fire-resistant poles. The project engineer shall approve detailed designs to confirm technical feasibility before proceeding to next task.
- Prepare a *Detailed Design Package*, which will include but not limited to:
 - Power Line System Computer Aided Design
 - Bill of Material
 - Pulling Tracker
 - Job Sketch
 - Updated .kmz map
 - Removed sensitive materials

Products:

Detailed Design Package

Subtask 3.2 Design AMI Operations Center

- Identify software and data requirements to integrate sensors into operations center for operator visibility.
- Update the Preliminary AMI Workplan document prepared as part of Subtask 2.2 with updated costs, timelines, key contractor partners, and any relevant cybersecurity updates. Submit the *Updated AMI Workplan*, which will include but not limited to:
 - System scoping document describing AMI, Customer Information System, Meter Data Management System, Analytics, Outage Management, middleware, and work management
 - Preliminary estimate
 - AMI head-end and FAN device contractor agreement
 - FAN installation plan
 - Analytics contractor agreement
 - Sensor alarms proof-of-concept
 - Systems EDC development
 - Systems EDC integration verification
- Execute AMI Workplan
- Execute AMI contractor agreements
 - Deploy EDC solution as per AMI workplan

Products:

Updated AMI Workplan

TASK 4: PROCUREMENT

The goal of this task is to engage subrecipients and contractors to order and receive required materials identified in Task 2 and 3. The Recipient may pull materials from inventory if available.

Subtask 4.1 Receive Materials for Covered Conductor The Recipient shall:

- Initiate procurement of covered conductor projects after completing engineering design. Complete detailed estimate package and assess inventory availability before competitively bidding, as appropriate, and submitting purchase orders.
- Prepare Covered Conductor Purchase Orders to submit to CAM that identify the equipment purchased and the associated costs.

Products:

Covered Conductor Purchase Orders

Subtask 4.2 Receive Meters with Down Conductor Detection

- Purchase the sensor type and number identified in Subtask 2.2. This subtask will also include engaging with and contracting analytics contractors as appropriate.
- Prepare *Meter Purchase Orders* to submit to CAM that identify the equipment purchased and the associated costs.

Products:

Meter Purchase Orders

TASK 5: INSTALLATION

The goal of this task is to execute technical upgrades. Upgrades include the replacement of bare overhead conductor with covered conductor and replacing old meters with new ones.

Subtask 5.1 Install Covered Conductor

The Recipient shall:

- Work with subrecipients and contractors to ensure that covered conductor is installed in Subtask 2.2 and operationalize.
- Update Redlines Documentation to reflect the new assets. Remove any sensitive material before products are submitted.
- Collect Commissioning Documentation to show re-energized system. Remove any sensitive material before products are submitted.

Products:

- Updated Redlines Documentation
- Commissioning Documentation

Subtask 5.2 Install Meters with Down Conductor Detection

- Replace the old meters identified in Subtask 2.2 with new meters that can detect energized, downed conductor.
- Ensure that new meters are connected with communication systems and operationalize
- Complete data lake installation and integrate sensors into analytics software.
- Update Redlines for Meters to reflect the new assets removing any sensitive material before products are submitted.

Products:

Updated Redlines for Meters

TASK 6: COMMUNITY ENGAGEMENT AND IMPACTS

The goal of this task is to plan and execute community engagement activities and report on benefits and metrics identified in Project Metrics, Attachment 10.

The Recipient shall:

 Develop and submit a Community Engagement and Impacts Plan in coordination with a community-based organization(s) or Tribe(s), which outlines the planned engagement activities and summarizes the qualitative and quantitative impacts of engagement. The

plan should include a timeline, locations, role of the CBO(s) or Tribe(s), type of engagement and method, and any other relevant information.

- Conduct all activities listed in the Community Engagement and Impact task and provide a copy of any relevant *Engagement Materials* to the CAM.
 - Invite CAM to engagement activities as deemed appropriate.
- Provide at least (6) six High Quality Digital Photographs (minimum resolution of 1300x500 pixels in landscape ratio) of community engagement activities.

Products:

- Community Engagement and Impacts Plan (draft and final)
- Community Engagement and Impacts Report (draft and final)
- Copies of engagement materials (data, presentations, photos, literature, etc.)
- High Quality Digital Photographs

TASK 7: WORKFORCE DEVELOPMENT

The goal of this task is to develop and execute a workforce development plan that will attract, train, and retain a skilled workforce through apprenticeships, tuition pay, and other workforce development initiatives that are part of this project.

The Recipient Shall:

- Develop and submit a Workforce Development Plan which outlines the planned activities the Recipient will conduct and the roles of all participants and partners; summarizes the quantitative and qualitative impacts of the activities; and includes a timeline of activities with locations, remote options, and so on.
- Implement activities identified in the Workforce Development Plan.
- Submit copies of any Training and Promotional Materials.
- Provide at least (6) six High Quality Digital Photographs (minimum resolution of 1300x500 pixels in landscape ratio) documenting program activities and completed upgrades.

Products:

- Workforce Development Plan (draft and final)
- Workforce Development Report (draft and final)
- · Copies of Training and Promotional Materials
- High Quality Digital Photographs

TASK 8: EVALUATION OF PROJECT BENEFITS

The goal of this task is to report the benefits resulting from this project.

The Recipient shall:

- Complete the *Annual Survey* by January 31st of each year.
- Complete and update the project profile on the CEC's public online project and Recipient directory, and provide Documentation of Project Profile on the Energize Innovation website (http://www.energizeinnovation.fund), including the profile link.

• If the Prime Recipient is an Innovation Partner on the project, complete and update the organizational profile on the CEC's public online project and Recipient directory on the Energize Innovation website (http://www.energizeinnovation.fund), and provide Documentation of Organization Profile on http://www.energizeinnovation.fund, including the profile link.

Products:

- Annual Survey(s)
- Documentation of Project Profile on http://www.energizeinnovation.fund
- Documentation of Organization Profile on http://www.energizeinnovation.fund

V. PROJECT SCHEDULE

Please see the attached Excel spreadsheet (Attachment 04_GFO_23-312 Att 04 Project Schedule.xlsx)