

GRANT AMENDMENT REQUEST FORM (GARF)

CEC-277 (Revised 10/2015)

CALIFORNIA ENERGY COMMISSION



Original Agreement #	ARV-17-004		1
600 Fuels and Transportation Division		Sebastian Serrato	6 916-654-4815
Equilon Enterprises LLC (d/b/a Shell Oil Products US)		52-2074528	
<input type="checkbox"/> Term Extension	New End Date: / /	Include revised schedule and complete items A, B, C, & F below.	
<input checked="" type="checkbox"/> Budget Augmentation	Amendment Amount: \$ -888,988	Include revised budget and complete items A, B, C, D, & F below.	
<input type="checkbox"/> Budget Reallocation		Include revised budget and complete items A, B, C, & F below.	
<input checked="" type="checkbox"/> Scope of Work Revision		Include revised scope of work and complete items A, B, C, E, & F below.	
<input type="checkbox"/> Change in Project Location or Demonstration Site		Include revised scope of work and complete items A, B, C, E, & F below.	
<input type="checkbox"/> Novation/Name Change of Prime Contractor/Recipient		Include novation documentation and complete items A, B, C, & F below.	
<input checked="" type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits with bold/underline/strikeout and complete items A, B, C, & F below.	
Business Meeting approval is not required for the following types of Agreements:			
<input type="checkbox"/> Minor amendments delegated to Executive Director per December 2013 Resolution			
Proposed Business Meeting Date	4 / 10 / 2019	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Discussion
Business Meeting Presenter	Sebastian Serrato	Time Needed:	5 minutes
Please select one list serve. Altfuels (AB118- ARFVTP)			
Agenda Item Subject and Description			
Proposed resolution approving Amendment 1 to Agreement ARV-17-004 with Equilon Enterprises LLC dba Shell Oil Products US to decrease the grant amount from \$2,337,500 to \$1,448,512; reduce the Scope of Work to just acquisition of hydrogen refueling station equipment to be used under new proposed ARFVTP grant agreement, ARV-18-008, for a new station site at 101 Bernal Road, San Jose, CA 95119; and adopt staff's determination that this action is exempt from CEQA.			
Legal Company Name:		Budget	
Nel Hydrogen A/S		\$ 1,414,174.00	
COMDATA		\$ 34,388.00	
		\$ 0	
Legal Company Name:			
Funding Source	Funding Year of Appropriation	Budget List No.	Amount
Other	16/17	601.118 IH	\$ -888,988
Funding Source			\$
Funding Source			\$
Funding Source			\$
Funding Source			\$
R&D Program Area:	Select Program Area		\$ -888,988
Explanation for "Other" selection			
Reimbursement Contract #:		Federal Agreement #:	

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CALIFORNIA ENERGY COMMISSION

**E) California Environmental Quality Act (CEQA) Compliance**

1. Is Agreement considered a "Project" under CEQA?
☒ Yes (skip to question 2) ☐ No (complete the following (PRC 21065 and 14 CCR 15378)):
 Explain why Agreement is not considered a "Project":
 Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because _____.

2. If Agreement is considered a "Project" under CEQA:
☒ a) Agreement **IS** exempt. (Attach draft NOE)
☐ Statutory Exemption. List PRC and/or CCR section number: _____
☒ Categorical Exemption. List CCR _____ Cal. Code Regs., tit. 14, §§ 15301, 15303 section number: _____
☐ Common Sense Exemption. 14 CCR 15061 (b) (3)
 Explain reason why Agreement is exempt under the above section:
 The previous CEQA exemptions for this project still apply and do not need to be amended.

☐ b) Agreement **IS NOT** exempt. (Consult with the legal office to determine next steps.)
 Check all that apply
☐ Initial Study ☐ Environmental Impact Report
☐ Negative Declaration ☐ Statement of Overriding Considerations
☐ Mitigated Negative Declaration

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

Agreement Manager_____
Date_____
Office Manager_____
Date_____
Deputy Director_____
Date

**Exhibit A
SCOPE OF WORK**

TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2	X	Station Equipment Procurement

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Manfred Becker – Shell Hydrogen Operations and HSSE Manager James Martin – Shell Hydrogen Project Manager Lars Zimmermann – Shell Hydrogen Project Manager Omar Shkeir – Shell Hydrogen Operations Wayne Leighty – Shell Hydrogen Business Development Manager Oliver Bishop – Shell Hydrogen General Manager		
2	Manfred Becker – Shell Hydrogen Operations and HSSE Manager James Martin – Shell Hydrogen Project Manager Lars Zimmermann – Shell Hydrogen Project Manager Omar Shkeir – Shell Hydrogen Operations Oliver Bishop – Shell Hydrogen General Manager		
3	Manfred Becker – Shell Hydrogen Operations and HSSE Manager James Martin – Shell Hydrogen Project Manager Lars Zimmermann – Shell Hydrogen Project Manager Omar Shkeir – Shell Hydrogen Operations Richard Scott – Shell Hydrogen Operations and Safety Coordinator		Nel Hydrogen A/S

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
4	Manfred Becker – Shell Hydrogen Operations and HSSE Manager James Martin– Shell Hydrogen Project Manager Lars Zimmermann – Shell Hydrogen Project Manager Omar Shkeir – Shell Hydrogen Operations Richard Scott – Shell Hydrogen Operations and Safety Coordinator		Nel Hydrogen A/S
5	Manfred Becker – Shell Hydrogen Operations and HSSE Manager Annemarie Purmer – Shell Hydrogen HSSE James Martin– Shell Hydrogen Project Manager Richard Scott – Shell Hydrogen Operations and Safety Coordinator		Nel Hydrogen A/S
6	Manfred Becker – Shell Hydrogen Operations and HSSE Manager James Martin– Shell Hydrogen Project Manager Richard Scott – Shell Hydrogen Operations and Safety Coordinator Omar Shkeir – Shell Hydrogen Operations		AU Energy Nel Hydrogen A/S
7	Manfred Becker – Shell Hydrogen Operations and HSSE Manager James Martin– Shell Hydrogen Project Manager Richard Scott – Shell Hydrogen Operations and Safety Coordinator Omar Shkeir – Shell Hydrogen Operations		

GLOSSARY

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

Term/Acronym	Definition
AB	Assembly Bill
ARFVTP	Alternative and Renewable Fuel and Vehicle Technology Program
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CCR	California Code of Regulations
CPR	Critical Project Review
EMV	Europay, Mastercard, and Visa
Energy Commission	California Energy Commission
FCEV	Fuel Cell Electric Vehicle
FTD	Fuels and Transportation Division
GFO	Grant Funding Opportunity
HSSE	Health, Safety, Security and Environment
HyStEP	Hydrogen Station Equipment Performance
NFPA	National Fire Protection Association
NREL	National Renewable Energy Laboratory
OEM	Original Equipment Manufacturer
POS	Point of Sale
Recipient	Equilon Enterprises LLC (d/b/a Shell Oil Products US)

BACKGROUND

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP). The statute authorizes the California Energy Commission (Energy Commission) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the ARFVTP through January 1, 2024. The ARFVTP has an annual budget of approximately \$100 million and provides financial support for projects that:

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

- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

The Energy Commission issued solicitation Grant Funding Opportunity (GFO)-15-605, Light Duty Vehicle Hydrogen Refueling Infrastructure, to provide grant funds to expand the network of publicly accessible hydrogen refueling stations that serve California's light duty fuel cell electric vehicles (FCEVs). To be eligible for funding under GFO-15-605, the projects must also be consistent with the Energy Commission's ARFVTP Investment Plan updated annually.

In response to GFO-15-605, Equilon Enterprises LLC (d/b/a Shell Oil Products US) (Recipient) submitted application number 3 for a station located at 2900 N. Main Street, Walnut Creek, CA 94597 which was proposed for funding in the Energy Commission's Notice of Proposed Awards on February 17, 2017. Recipient's application, the Notice of Proposed Awards for GFO-15-605, and GFO-15-605 are hereby incorporated by reference into this Agreement in their entirety. After execution of ARV-17-004, the Walnut Creek station became non-viable.

Recipient had submitted an application under GFO-15-605 for a different station to be located at 101 Bernal Road, San Jose, CA 95119. On November 8, 2017, the Energy Commission released a Revised Notice of Proposed Awards that includes the station located at 101 Bernal Road, San Jose, CA 95119, which will be funded by grant agreement ARV-18-008. Therefore, Recipient will move forward with the 101 Bernal Road, San Jose station and will not continue with the 2900 N. Main Street, Walnut Creek station. Any equipment acquired pursuant to incurred costs under ARV-17-004 will be used for the 101 Bernal Road, San Jose station. Amendment 1 to ARV-17-004 will result in a reduced Scope of Work ARV-17-004 to equipment acquisition only.

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

Additional hydrogen refueling stations are needed in the Northern California hydrogen station network to ensure there are convenient and plentiful opportunities to refuel FCEVs, thus making FCEVs a viable transportation option for the general public in Northern California. As with any new technology, there are barriers that must be overcome and knowledge gaps that must be addressed to ensure widespread adoption and deployment. To date, the chasm between an economic business case and the actual financial losses encountered by companies who have made significant investments in either FCEV manufacturing or in hydrogen refueling infrastructure has led to a common view by many market players that FCEV technology may never overcome these barriers.

The industry also lacks standardization of station/delivery truck interface as well as standardization on how to safely supply 450 bar ground storage with 500 bar trailers. Thus the delivery method proposed in this project will provide valuable experience that can inform efforts to develop industry-wide standards.

Market barriers that need to be overcome include the ability to predict future behavior related to hydrogen vehicle deployments. The deployment and operation of a network of stations will provide real world data on FCEV drivers, fuel supply logistics, and station demand—all key variables to feed the analysis necessary to understand future market scenarios.

The market also lacks a qualified workforce to maintain and service hydrogen fueling infrastructure and this project will contribute to training part of the first technical experts. Institutional barriers are largely a result of unfamiliarity with the technology. For example, first responders within authorities having jurisdiction need to be educated in regards to National Fire Protection Association (NFPA) 2 and familiarized with the technology through considerable training and drills. Neighboring residents and businesses to refueling stations may identify noise as an environmental barrier. Equipment associated with station deployment, such as compressors and chillers, need to be designed to minimize their impact on adjacent properties.

Finally, cost and financial barriers may be the most significant hurdles to overcome. Early station deployments will be significantly underutilized and a limited number of companies are able to bear this level of financial burden and risk. Another key barrier is the high cost of station equipment, in particular the costs associated with the pre-cooling systems. The station design for this project will introduce a new concept that removes the need for a large heat exchanger, enabling easy installation of the dispenser under the forecourt canopy.

Goal of the Agreement:

The goal of this agreement is to facilitate the expansion of FCEV deployment in California by acquiring hydrogen refueling station equipment for deployment at the station selected for ARV-18-008 consisting of the equipment listed in Task 2 below for which costs have already been incurred.

Objectives of the Agreement:

The objectives of this agreement are to acquire equipment as described in Task 2 below to be installed at the station to be located at 101 Bernal Road, San Jose, CA 95119 under ARV-18-008 to achieve the following:

- Demonstrate that a sustainable economic business model is nearing for hydrogen refueling station sites, featuring the Recipient's considerable experience in retail station design, operations, and maintenance.
- Provide evidence that a hydrogen refueling station technology can fuel a similar number of cars as a small gasoline refueling station and meet the peak fueling demands identified in GFO-15-605 Section VI E.

- Prove the engineering and economic viability of the Recipient's hydrogen refueling station design to dispense four-kilogram hydrogen fills for up to 100 FCEVs per day.
- Demonstrate that Recipient's hydrogen refueling station can meet FCEV consumer convenience needs safely and reliably such that the FCEV customer experience will be equivalent in ease and speed to refueling conventional vehicles.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting if requested by Energy Commission staff.

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

The Recipient shall:

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

Recipient Products:

- Updated Schedule of Products
- Updated list of match funds
- Updated list of permits and copies of any permits received thus far.

CAM Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings if requested by Energy Commission staff.

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

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

Meeting participants include the CAM, the Recipient, and may include the CAO, the Fuels and Transportation Division (FTD) program lead, other Energy Commission staff and Management as well as other individuals selected by the CAM to provide support to the Energy Commission. CPRs will generally be conducted via WebEx.

The CAM shall:

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

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall

include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.

- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

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

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting if requested by Energy Commission staff.

The goal of this task is to closeout this Agreement.

The Recipient shall:

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

This meeting will be attended by, at a minimum, the Recipient, the 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 Energy Commission funds (Options)
- Energy Commission's request for specific "generated" data (not already provided in Agreement products)
- Need to document Recipient's disclosure of "subject inventions" developed under the Agreement

- “Surviving” Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Recipient 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 Monthly Progress Reports will summarize activities performed during the reporting period, identify activities planned for the next reporting period, identify issues that may affect performance and expenditures, and 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.
- A Monthly Progress Report shall contain updates on Critical Milestones described in Task 2.
- 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.

Recipient Product:

- Monthly Progress Reports

Task 1.5 Final Report if requested by Energy Commission staff.

The goal of this task is to produce a Final Report to assess the project's success in achieving the Agreement's goals and objectives and providing energy-related and other benefits to California and to provide a Final Report.

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

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

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report following the ARFVTP Final Report Template (http://www.energy.ca.gov/contracts/consultant_reports/) with the final invoice.

Recipient Products:

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

Task 1.6 Identify and Obtain Matching Funds

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

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

commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Agreement Manager if during the course of the Agreement additional match funds are received.
- Notify the Commission Agreement Manager within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Recipient Products:

- A letter regarding match funds or stating that no match funds are provided

- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.7 Identify and Obtain Required Permits

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

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

The Recipient shall:

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

- If during the course of the Agreement permits are 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 Energy Commission an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the 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.

Subcontracts may be redacted, as necessary and reasonable, but must include, at a minimum, all of the parties involved, the subcontract duration/term, the budget, the scope of work, the signatures of the parties involved, and the dates of signatures

Products:

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

TECHNICAL TASKS

TASK 2 STATION EQUIPMENT PROCUREMENT

The goal of this task is to procure equipment, for the development of a hydrogen refueling station located at:

101 Bernal Road, San Jose, CA 95119

The designed system shall adhere to the technical specifications in the Recipient's funding application for ARV-18-008 and the Minimum Technical Requirements contained in GFO-15-605.

The Recipient shall:

- Prepare and finalize an equipment list for the station which will include but is not limited to:
 - Description of each item.
 - Test protocols and codes applicable to each item.
- Complete purchase orders and submit for procurement the equipment required for the hydrogen station installation for which costs have already been incurred consisting of, and limited to, the following:
 - Hydrogen refueling station
 - 2 x H2Station Car-200 (Base Version)
 - 2 x H2Station Car-200 (Base Version)
 - 2 x HEE, Fueling Storage and Dispenser
 - Hydrogen refueling station piping
 - 32,022 meters of 70 MPa pipeline to dispensers
 - Hydrogen refueling station storage vessels
 - 2 x 45 MPa 250 kg, supply storage (Base Version)
 - Hydrogen refueling station equipment shipment
 - Shipment, installation, and commissioning
 - Hydrogen refueling station equipment warranty
 - 60 month additional warranty in addition to standard 12 months
 - COMDATA Point of Sale
 - Point of Sale System
- Ensure all major equipment is appropriately conditioned and tested prior to shipment.

Products:

- Equipment list for the station
- Photographs of acquired equipment

[A CPR will be held during this task]

STATE OF CALIFORNIA

STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: EQUILON ENTERPRISES LLC DBA SHELL OIL
PRODUCTS US

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

RESOLVED, that the Energy Commission approves Amendment 1 to Agreement ARV-17-004 from GFO-15-605 with Equilon Enterprises LLC dba Shell Oil Products US to decrease the grant amount from \$2,337,500 to \$1,448,512; reduce the Scope of Work to just acquisition of hydrogen refueling station equipment to be used under new proposed ARFVTP grant agreement, ARV-18-008, for a new station site at 101 Bernal Road, San Jose, CA 95119; and adopt staff's determination that this action is exempt from CEQA; and

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

CERTIFICATION

The undersigned Secretariat to the Commission 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 California Energy Commission held on April 10, 2019.

AYE: [List of Commissioners]

NAY: [List of Commissioners]

ABSENT: [List of Commissioners]

ABSTAIN: [List of Commissioners]

Cody Goldthrite,
Secretariat