



## CALIFORNIA ENERGY COMMISSION



### California Energy Commission January 21, 2026 Business Meeting Backup Materials for FC Tracy Holdings, LLC

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

**[PROPOSED]**

**RESOLUTION NO: 26-0121-XX**

**STATE OF CALIFORNIA**  
**STATE ENERGY RESOURCES**  
**CONSERVATION AND DEVELOPMENT COMMISSION**

**RESOLUTION: FC Tracy Holdings, LLC**

**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 FPI-25-003 with FC Tracy Holdings, LLC for a \$1,010,101 grant. This agreement will install a solar-powered microgrid and battery energy storage system at a produce processing facility in Tracy. The microgrid system will reduce grid electricity consumption, enable on-peak demand reductions, and reduce greenhouse gas emissions; and

**FURTHER BE IT RESOLVED**, that the Executive Director or their designee shall execute the same on behalf of the CEC.

**CERTIFICATION**

The undersigned Secretariat to the CEC does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the CEC held on January 21, 2026.

AYE:  
NAY:  
ABSENT:  
ABSTAIN:

Dated:

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Kim Todd  
Secretariat



STATE OF CALIFORNIA  
CALIFORNIA ENERGY COMMISSION

CEC-270 (Revised 01/2024)

**GRANT REQUEST FORM (GRF)**

**A. New Agreement Number**

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

**New Agreement Number:** FPI-25-003

**B. Division Information**

1. Division Name: ERDD
2. Agreement Manager: Claire Sweeney
3. MS-:None
4. Phone Number: 916-232-8182

**C. Recipient's Information**

1. Recipient's Legal Name: FC Tracy Holdings, LLC
2. Federal ID Number: 83-2074971

**D. Title of Project**

Title of project: Five Crowns Solar Microgrid Project

**E. Term and Amount**

1. Start Date: 02/09/2026
2. End Date: 03/01/2029
3. Amount: \$1,010,101.00

**F. Business Meeting Information**

1. Are the ARFVTP agreements \$75K and under delegated to Executive Director? No
2. The Proposed Business Meeting Date: 01/21/2026
3. Consent or Discussion? Discussion
4. Business Meeting Presenter Name: Claire Sweeney
5. Time Needed for Business Meeting: 5 minutes
6. The email subscription topic is: Food Production Investment Program (FPIP).

**Agenda Item Subject and Description:**

FC TRACY HOLDINGS, LLC. Proposed resolution approving agreement FPI-25-003 with FC Tracy Holdings, LLC for a \$1,010,101 grant, and adopting staff's recommendation that this project is exempt from CEQA. This agreement will install a solar-powered microgrid and battery energy storage system at a produce processing facility in Tracy. The microgrid system will reduce grid electricity consumption, enable on-peak demand reductions, and reduce greenhouse gas emissions. (FPIP funding) Contact: Claire Sweeney



## 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:

### 2. If Agreement is considered a “Project” under CEQA answer the following questions.

#### a) Agreement IS exempt?

Yes

#### Statutory Exemption?

Yes

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: 21080.35

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 ;

#### 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.

The purpose of this project is to install and operate a solar-powered microgrid and battery energy storage system (BESS) that reduces electricity consumption and greenhouse gas (GHG) emissions at an existing produce processing facility in Tracy, California.

This project will involve the installation of solar energy systems on the roofs of two existing buildings. The installation of the solar photovoltaic panels will enable the generation of energy for onsite use at a produce processing facility. Associated equipment of the solar energy system will not occupy more than 500 square feet of ground surface and will be located on the same parcel as the solar panels. The project will also involve the installation of a ground mounted BESS within the existing facility. The project will not involve the removal of trees. The project does not involve a federal Clean Water Act permit; waste discharge requirements pursuant to the Porter-Cologne Water Quality Control Act; an individual take permit for species



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protected under the federal Endangered Species Act or the California Endangered Species Act; streambed alteration permit pursuant to the California Fish and Game Code; or removal of protected or native trees. For the reasons, this project is statutorily exempt from CEQA under Public Resources Code section 21080.35. California Code of Regulations, title 14, section 15301: The project falls under this categorical exemption because the BESS installation will be a minor alteration to existing paved areas within the interior of the property, with no expansion beyond the existing operations. The project will involve the installation of rooftop-mounted solar panels and ground-mounted BESS on the grounds of a developed facility in Tracy. The BESS and solar panels will allow the facility to reduce their total grid energy usage by about 50% percent. The BESS will also allow the facility to continue operations in the event of a utility blackout.

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.

b) Agreement **IS NOT** exempt.

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

No

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"?**

No



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### 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
No subcontractors to report	\$	\$

### 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
Tesla, Inc.	\$601,709	\$873,886
Consolidated Electrical Distributors, Inc.	\$408,392	\$262,658

### 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
No key partners to report

### 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
GGRF	17-18	301.002A	\$ 312,053
GGRF	18-19	301.002AB	\$ 470,144
GGRF	23-24	303.203	\$ 227,904

**TOTAL Amount: \$ 1,010,101**

R&D Program Area: ICMB: FPIP

Explanation for “Other” selection Not applicable

Reimbursement Contract #: Not applicable

Federal Agreement #: Not applicable



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#### **M. Recipient's Contact Information**

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

Name: Kelly Strickland

Address: 3590 W Lehman Rd

City, State, Zip: Tracy, CA 95304-9336

Phone: 760-554-2154

E-Mail: ks@fivecrowns.com

##### **2. Recipient's Project Manager**

Name: Kelly Strickland

Address: 3590 W Lehman Rd

City, State, Zip: Tracy, CA 95304-9336

Phone: 760-554-2154

E-Mail: ks@fivecrowns.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-24-311
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	No.



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Grant Request Form  
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**Approved By**

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

**Agreement Manager:** Claire Sweeney

**Approval Date:** 12/11/2025

**Branch Manager:** Alex Horangic

**Approval Date:** 12/12/2025

**Director:** Jonah Steinbuck (*delegated to Branch Manager*)

**Approval Date:** n/a

**Exhibit A**  
**Scope of Work**  
**FC Tracy Holdings, LLC**

1    **I. TASK ACRONYM/TERM LISTS**

2    **A. Task List**

Task #	CPR <sup>1</sup>	Task Name
1		General Project Tasks
2		Site Preparation and Equipment Procurement
3	X	Equipment Installation
4		Measurement and Verification
5		Technology/Knowledge Transfer Activities

4    **B. Acronym/Term List**

Acronym/Ter m	Meaning
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
CPR	Critical Project Review
GHG	Greenhouse Gas
PTO	Permission to Operate
Recipient	FC Tracy Holdings, LLC

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

9    **A. Purpose of Agreement**

10   The purpose of this Agreement is to fund the installation of a solar-powered microgrid  
11   and battery energy storage system at the Recipient's produce processing facility in  
12   Tracy, California. The system will supply electricity to onsite loads and strategically  
13   charge and discharge to reduce grid electricity consumption, enable on-peak demand  
14   reductions, enhance operational resilience, and reduce greenhouse gas (GHG)  
15   emissions.

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<sup>1</sup> 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.

**Exhibit A**  
**Scope of Work**  
**FC Tracy Holdings, LLC**

1  
2     **B. Problem/ Solution Statement**  
3

4     **Problem**

5     The Recipient's facility faces significant cost barriers, operational inefficiencies, and  
6     safety risks due to its reliance on grid electricity, particularly during periods of peak  
7     demand and high electricity pricing. Electricity costs have increased year over year,  
8     while grid outage events have become more frequent due to extreme weather  
9     conditions. In addition, growing consumer demand for locally produced food has driven  
10    increased electricity use at food processing and cold storage facilities across California.

11  
12    High electricity costs and revenue losses associated with grid outages place substantial  
13    strain on facility operations. Unplanned power outages pose a significant risk of product  
14    loss due to the inability to maintain cooled products at safe temperatures. The facility  
15    also relies on a fire suppression system powered by an electric pump, creating  
16    additional safety risks during utility outages.

17  
18     **Solution**

19     This project will deploy a zero-export solar and battery microgrid system that uses  
20    interval data to optimize onsite energy generation, storage, and consumption. The  
21    system will charge the battery energy storage system using low-cost, renewable solar  
22    energy and discharge during high-cost, peak demand periods to reduce electricity costs  
23    and peak loads. By avoiding grid export, the project will eliminate interconnection delays  
24    and utility constraints while maximizing onsite energy utilization and economic benefits.

25  
26     The microgrid will integrate advanced energy management software with real-time  
27    interval data analytics to enable predictive load forecasting and strategic battery  
28    dispatch. This data-driven approach overcomes common barriers to effective energy  
29    arbitrage, including inefficient charge-discharge strategies and limited load-matching  
30    capability, and ensures continuous system optimization.

31  
32     The project will reduce energy costs, improve operational reliability, and increase  
33    resilience during grid outage events. In addition, it will demonstrate how data-driven,  
34    zero-export microgrids can operate independently of grid export requirements. The  
35    project will serve as a replicable model for facilities across California, supporting state  
36    goals related to clean energy deployment, grid reliability, and equitable access to  
37    advanced energy technologies.

1  
2       **Exhibit A**  
3       **Scope of Work**  
4       **FC Tracy Holdings, LLC**

5  
6       **C. Goals and Objectives of the Agreement**

7       **Agreement Goals**

8       The goals of this Agreement are to reduce reliance on grid electricity, lower electricity  
9       costs, and reduce greenhouse gas (GHG) emissions through the installation of a solar  
10      photovoltaic (PV) and battery energy storage system (BESS) microgrid at the  
11      Recipient's facility.

12      **Agreement Objectives**

13      The objectives of this Agreement are to:

- 14       • Design and install a PV solar and BESS microgrid system that meets state and  
15        federal fire laws, ordinances, regulations, and standards with resilience and  
16        reliability.
- 17       • Generate clean, renewable energy on-site and store excess energy in BESS for  
18        use during peak demand.
- 19       • Generate over 1,500,000 kWh/yr and reduce annual peak load by approximately  
20        500 kW.
- 21       • Reduce GHG emissions by approximately 350 metric tons of carbon dioxide  
22        equivalent per year.
- 23       • Lower utility bills through peak demand reduction
- 24       • Provide backup power to critical facility systems during grid outage events.

25      **III. TASK 1 GENERAL PROJECT TASKS**

26      **PRODUCTS**

27      **Subtask 1.1 Products**

28      The goal of this subtask is to establish the requirements for submitting project products  
29      (e.g., reports, summaries, plans, and presentation materials). Unless otherwise  
30      specified by the Commission Agreement Manager (CAM), the Recipient must deliver  
31      products as required below by the dates listed in the **Project Schedule (Part V)**. All  
32      products submitted which will be viewed by the public, must comply with the  
33      accessibility requirements of Section 508 of the federal Rehabilitation Act of 1973, as  
34      amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in  
35      Part 1194 of Title 36 of the Federal Code of Regulations. All technical tasks should  
36      include product(s). Products that require a draft version are indicated by marking "**(draft**  
37      **and final)**" after the product name in the "Products" section of the task/subtask. If  
38      "(draft and final)" does not appear after the product name, only a final version of the  
39      product is required. With respect to due dates within this Scope of Work, "**days**"  
40      means working days.

**Exhibit A**  
**Scope of Work**  
**FC Tracy Holdings, LLC**

1  
2 **The Recipient shall:**  
3

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

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

16 For products that require a final version only

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

19 For all products

- 20 • Submit all data and documents required as products in accordance with the  
21 following:

22 Instructions for Submitting Electronic Files and Developing Software:

23 

- 24 ○ **Electronic File Format**

- 25
  - 26         ▪ Submit all data and documents required as products under this  
27             Agreement in an electronic file format that is fully editable and  
28             compatible with the California Energy Commission's (CEC) software  
29             and Microsoft (MS)-operating computing platforms, or with any other  
30             format approved by the CAM. Deliver an electronic copy of the full text  
31             of any Agreement data and documents in a format specified by the  
32             CAM, such as memory stick.

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

- 37
  - 38             ▪ Data sets will be in MS Access or MS Excel file format (version 2007 or  
39                 later), or any other format approved by the CAM.
  - 40             ▪ Text documents will be in MS Word file format, version 2007 or later.
  - 41             ▪ Project management documents will be in Microsoft Project file format,  
42                 version 2007 or later.

**Exhibit A**  
**Scope of Work**  
**FC Tracy Holdings, LLC**

1           ○ **Software Application Development**

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

- 6           ■ Microsoft ASP.NET framework (version 3.5 and up). Recommend 4.0.
- 7           ■ Microsoft Internet Information Services (IIS), (version 6 and up)  
8           Recommend 7.5.
- 9           ■ Visual Studio.NET (version 2008 and up). Recommend 2010.
- 10           ■ C# Programming Language with Presentation (UI), Business Object  
11           and Data Layers.
- 12           ■ SQL (Structured Query Language).
- 13           ■ Microsoft SQL Server 2008, Stored Procedures. Recommend 2008  
14           R2.
- 15           ■ Microsoft SQL Reporting Services. Recommend 2008 R2.
- 16           ■ XML (external interfaces).

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

21           **MEETINGS**

22           **Subtask 1.2 Kick-off Meeting**

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

25           **The Recipient shall:**

- 26           ● Attend a "Kick-off" meeting with the CAM, and other CEC staff relevant to the  
27           Agreement. The Recipient's Project Manager and any other individuals deemed  
28           necessary by the CAM or the Project Manager shall participate in this meeting.  
29           The administrative and technical aspects of the Agreement will be discussed at  
30           the meeting. Prior to the meeting, the CAM will provide an agenda to all potential  
31           meeting participants. The meeting may take place in person or by electronic  
32           conferencing (e.g., Teams, Zoom), with approval of the CAM.

33           The Kick-off meeting will include discussion of the following:

- 34           ○ The CAM's expectations for accomplishing tasks described in the Scope of  
35           Work;
- 36           ○ An updated Project Schedule;
- 37           ○ Terms and conditions of the Agreement;
- 38           ○ Invoicing and auditing procedures;
- 39           ○ Equipment purchases;
- 40           ○ Administrative and Technical products (subtask 1.1);

**Exhibit A**  
**Scope of Work**  
**FC Tracy Holdings, LLC**

1           ○ CPR meetings (subtask 1.3);  
2           ○ Monthly Calls (subtask 1.5)  
3           ○ Quarterly Progress reports (subtask 1.6)  
4           ○ Final Report (subtask 1.7)  
5           ○ Match funds (subtask 1.8);  
6           ○ Permit documentation (subtask 1.9);  
7           ○ Agreement changes;  
8           ○ Performance Evaluations; and  
9           ○ Any other relevant topics.  
10  
11          ● Provide *Kick-off Meeting Presentation* to include but not limited to:  
12           ○ Project overview (i.e. project description, goals and objectives, technical  
13            tasks, expected benefits, etc.)  
14           ○ Project schedule that identifies milestones  
15           ○ List of potential risk factors and hurdles, and mitigation strategy  
16  
17          ● Provide an *Updated Project Schedule, Match Funds Status Letter, and Permit*  
18           *Status Letter*, as needed to reflect any changes in the documents.  
19

20       **The CAM shall:**

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

23       **Recipient Products:**

24          ● Kick-off Meeting Presentation  
25          ● Updated Project Schedule (*if applicable*)  
26          ● Match Funds Status Letter (subtask 1.7) (*if applicable*)  
27          ● Permit Status Letter (subtask 1.8) (*if applicable*)  
28

29       **CAM Product:**

30          ● Kick-off Meeting Agenda

31       **Subtask 1.3 Critical Project Review (CPR) Meetings**

32       The goal of this subtask is to determine if the project should continue to receive CEC  
33       funding, and if so whether any modifications must be made to the tasks, products,  
34       schedule, or budget. CPR meetings provide the opportunity for frank discussions  
35       between the CEC and the Recipient. As determined by the CAM, discussions may  
36       include project status, challenges, successes, advisory group findings and  
37       recommendations, final report preparation, and progress on technical transfer and  
38       production readiness activities (*if applicable*). Participants will include the CAM and the  
39       Recipient and may include the CAO and any other individuals selected by the CAM to  
40       provide support to the CEC.  
41  
42

**Exhibit A**  
**Scope of Work**  
**FC Tracy Holdings, LLC**

1    CPR meetings generally take place at key, predetermined points in the Agreement, as  
2    determined by the CAM and as shown in the Task List on page 1 of this Exhibit.  
3    However, the CAM may schedule additional CPR meetings as necessary. The budget  
4    may be reallocated to cover the additional costs borne by the Recipient, but the overall  
5    Agreement amount will not increase. CPR meetings generally take place at the CEC,  
6    but they may take place at another location, or may be conducted via electronic  
7    conferencing (e.g., WebEx) as determined by the CAM.  
8

9    **The Recipient shall:**

- 10    • Prepare and submit a *CPR Report* for each CPR meeting that: (1) discusses the  
11    progress of the Agreement toward achieving its goals and objectives; and (2)  
12    includes recommendations and conclusions regarding continued work on the  
13    project.
- 14    • Attend the CPR meeting.
- 15    • Present the CPR Report and any other required information at each CPR  
16    meeting.

17    **The CAM shall:**

- 19    • Determine the location, date, and time of each CPR meeting with the Recipient's  
20    input.
- 21    • Send the Recipient a *CPR Agenda* with a list of expected CPR participants in  
22    advance of the CPR meeting. If applicable, the agenda may include a discussion  
23    of match funding and permits.
- 24    • Conduct and make a record of each CPR meeting. Provide the Recipient with a  
25    schedule for providing a Progress Determination on continuation of the project.
- 26    • Determine whether to continue the project, and if so whether modifications are  
27    needed to the tasks, schedule, products, or budget for the remainder of the  
28    Agreement. A determination of unsatisfactory progress This may result in project  
29    delays, including a potential Stop Work Order, while the CEC determines  
30    whether the project should continue.
- 31    • Provide the Recipient with a *Progress Determination* on continuation of the  
32    project, in accordance with the schedule. The Progress Determination may  
33    include a requirement that the Recipient revise one or more products.

35    **Recipient Products:**

- 36    • CPR Report(s)

38    **CAM Products:**

- 39    • CPR Agenda(s)
- 40    • Progress Determination

42    **Subtask 1.4 Final Meeting**

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

44

**Exhibit A**  
**Scope of Work**  
**FC Tracy Holdings, LLC**

1   **The Recipient shall:**

2   • Meet with CEC staff to present project findings, conclusions, and  
3   recommendations. The final meeting must be completed during the closeout of this  
4   Agreement. This meeting will be attended by the Recipient and CAM, at a  
5   minimum. The meeting may occur in person or by electronic conferencing (e.g.,  
6   WebEx), with approval of the CAM.

7

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

11   ○ The technical portion of the meeting will involve the presentation of findings,  
12   conclusions, and recommended next steps (if any) for the Agreement. The  
13   CAM will determine the appropriate meeting participants.

14   ○ The administrative portion of the meeting will involve a discussion with the  
15   CAM of the following Agreement closeout items:

16    ■ Disposition of any procured equipment.

17    ■ The CEC's request for specific "generated" data (not already provided in  
18    Agreement products).

19    ■ Need to document the Recipient's disclosure of "subject inventions"  
20    developed under the Agreement.

21    ■ "Surviving" Agreement provisions such as repayment provisions and  
22    confidential products.

23    ■ Final invoicing and release of retention.

24   • Prepare a *Final Meeting Agreement Summary* that documents any agreement  
25   made between the Recipient and Commission staff during the meeting.

26   • Prepare a *Schedule for Completing Agreement Closeout Activities*.

27   • Provide copies of *All Final Products* organized by the tasks in the Agreement.

28   **Products:**

29   • Final Meeting Agreement Summary (*if applicable*)  
30   • Schedule for Completing Agreement Closeout Activities  
31   • All Final Products

32   **MONTHLY CALLS, REPORTS AND INVOICES**

33   **Subtask 1.5 Monthly Calls**

34   The goal of this task is to have calls at least monthly between the CAM and Recipient to  
35   verify that satisfactory and continued progress is made towards achieving the objectives  
36   of this Agreement on time and within budget.

37   The objectives of this task are to verbally summarize activities performed during the  
38   reporting period, to identify activities planned for the next reporting period, to identify  
39   issues that may affect performance and expenditures, to verify match funds are being  
40   proportionally spent concurrently or in advance of CEC funds or are being spent in  
41   accordance with an approved Match Funding Spending Plan, to form the basis for  
42   determining whether invoices are consistent with work performed, and to answer any  
43   questions the CAM may have.

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1 other questions from the CAM.

2  
3 Monthly calls might not be held on those months when a quarterly progress report is  
4 submitted or the CAM determines that a monthly call is unnecessary.

5 **The CAM shall:**

6     • Schedule monthly calls.  
7     • Provide questions to the Recipient prior to the monthly call.  
8     • Provide call summary notes to Recipient of items discussed during call.

10 **The Recipient shall:**

11     • Review the questions provided by CAM prior to the monthly call  
12     • Provide verbal answers to the CAM during the call.

13 **Product:**

14     • Email to CAM concurring with call summary notes.

16 **Subtask 1.6 Quarterly Progress Reports and Invoices**

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

22 **The Recipient shall:**

23     • Submit a *Quarterly Progress Report* to the CAM. Each progress report must:  
24         ○ Summarize progress made on all Agreement activities as specified in the  
25         scope of work for the reporting period, including accomplishments,  
26         problems, milestones, products, schedule, fiscal status, and an assessment  
27         of the ability to complete the Agreement within the current budget and any  
28         anticipated cost overruns. Progress reports are due to the CAM by the  
29         10th day of each January, April, July, and October. The Quarterly  
30         Progress Report template can be found on the ECAMS Resources  
31         webpage available at: <https://www.energy.ca.gov/media/4691>  
32     • Submit a monthly or quarterly *Invoice* on the invoice template(s) provided by the  
33         CAM.

35 **Recipient Products:**

36     • Quarterly Progress Reports  
37     • Invoices

39 **CAM Product:**

40     • Invoice template

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3     **Exhibit A**  
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5     **FC Tracy Holdings, LLC**

6  
7  
8     **Subtask 1.7 Final Report**

9  
10    The goal of this subtask is to prepare a comprehensive Final Report that describes the  
11    original purpose, approach, results, and conclusions of the work performed under this  
12    Agreement. When creating the Final Report Outline and the Final Report, the Recipient  
13    must use the CEC Style Manual provided by the CAM.

14  
15     **Subtask 1.7.1 Final Report Outline**

16  
17     **The Recipient shall:**

- 18       • Prepare a *Final Report Outline* in accordance with the *Energy Commission Style*  
19       *Manual* provided by the CAM.

20  
21     **Recipient Products:**

- 22       • Final Report Outline (draft and final)

23  
24     **CAM Products:**

- 25       • Energy Commission Style Manual
- 26       • Comments on Draft Final Report Outline
- 27       • Acceptance of Final Report Outline

28  
29     **Subtask 1.7.2 Final Report**

30  
31     **The Recipient shall:**

- 32       • Prepare a *Final Report* for this Agreement in accordance with the approved Final  
33       Report Outline, Energy Commission Style Manual, and Final Report Template  
34       provided by the CAM with the following considerations:
  - 35           ○ Ensure that the report includes the following items, in the following order:
    - 36              ■ Cover page (**required**)
    - 37              ■ Credits page on the reverse side of cover with legal disclaimer  
38              (**required**)
    - 39              ■ Acknowledgements page (optional)
    - 40              ■ Preface (**required**)
    - 41              ■ Abstract, keywords, and citation page (**required**)
    - 42              ■ Table of Contents (**required**, followed by List of Figures and List of  
43              Tables, if needed)
    - 44              ■ Executive summary (**required**)
    - 45              ■ Body of the report (**required**)
    - 46              ■ References (if applicable)
    - 47              ■ Glossary/Acronyms (If more than 10 acronyms or abbreviations are  
48              used, it is required.)
    - 49              ■ Bibliography (if applicable)
    - 50              ■ Appendices (if applicable) (Create a separate volume if very large.)

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1           ▪ Attachments (if applicable)

2     • Submit a draft of the report to the CAM for review and comment. The CAM will

3        provide written comments to the Recipient on the draft product within 15 days of

4        receipt.

5     • Incorporate all CAM comments into the *Final Report*. If the Recipient disagrees

6        with any comment, provide a *Written Responses to Comments* explaining why

7        the comments were not incorporated into the final product.

8     • Submit the revised *Final Report* electronically with any Written Responses to

9        Comments within 10 days of receipt of CAM's Written Comments on the Draft Final

10      Report, unless the CAM specifies a longer time period or approves a request for

11      additional time.

12     **Products:**

13       • Draft Final Report

14       • Written Responses to Comments (*if applicable*)

15       • Final Report

16     **CAM Product:**

17       • Written Comments on the Draft Final Report

18     **MATCH FUNDS, PERMITS, AND SUBAWARDS**

19     **Subtask 1.8 Match Funds**

20     The goal of this subtask is to ensure that the Recipient obtains any match funds

21     planned for this Agreement and applies them to the Agreement during the Agreement

22     term.

23     While the costs to obtain and document match funds are not reimbursable under this

24     Agreement, the Recipient may spend match funds for this task. Match funds must be

25     identified in writing, and the Recipient must obtain any associated commitments before

26     incurring any costs for which the Recipient will request reimbursement.

27     **The Recipient shall:**

28       • Prepare a *Match Funds Status Letter* that documents the match funds committed

29        to this Agreement. If no match funds were part of the application that led to the

30        CEC awarding this Agreement and none have been identified at the time this

31        Agreement starts, then state this in the letter.

32       If match funds were a part of the application that led to the CEC awarding this

33       Agreement, then provide in the letter:

34           ○ A list of the match funds that identifies:

35              ▪ The amount of cash match funds, their source(s) (including a contact

36               name, address, and telephone number), and the task(s) to which the

37               match funds will be applied.

38              ▪ The amount of each in-kind contribution, a description of the

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1 contribution type (e.g., property, services), the documented market or  
2 book value, the source (including a contact name, address, and  
3 telephone number), and the task(s) to which the match funds will be  
4 applied. If the in-kind contribution is equipment or other tangible or real  
5 property, the Recipient must identify its owner and provide a contact  
6 name, address, telephone number, and the address where the  
7 property is located.

8

- 9     ▪ If different from the solicitation application, provide a letter of  
10        commitment from an authorized representative of each source of  
11        match funding that the funds or contributions have been secured.
- 12     • At the Kick-off meeting, discuss match funds and the impact on the project if they  
13        are significantly reduced or not obtained as committed. If applicable, match funds  
14        will be included as a line item in the progress reports and will be a topic at CPR  
15        meetings.
- 16     • Provide a *Supplemental Match Funds Notification Letter* to the CAM of receipt of  
17        additional match funds.
- 18     • Provide a *Match Funds Reduction Notification Letter* to the CAM if existing match  
19        funds are reduced during the course of the Agreement. Reduction of match funds  
20        may trigger a CPR meeting.

21 **Products:**

- 22     • Match Funds Status Letter
- 23     • Supplemental Match Funds Notification Letter (*if applicable*)
- 24     • Match Funds Reduction Notification Letter (*if applicable*)

25 **Subtask 1.9 Permits**

26 The goal of this subtask is to obtain all permits required for work completed under this  
27 Agreement in advance of the date they are needed to keep the Agreement schedule on  
28 track. Permit costs and the expenses associated with obtaining permits are not  
29 reimbursable under this Agreement, with the exception of costs incurred by University of  
30 California recipients. Permits must be identified and obtained before the Recipient may  
31 incur any costs related to the use of the permit(s) for which the Recipient will request  
32 reimbursement.

33 **The Recipient shall:**

- 34     • Prepare a *Permit Status Letter* that documents the permits required to conduct  
35        this Agreement. If no permits are required at the start of this Agreement, then  
36        state this in the letter. If permits will be required during the course of the  
37        Agreement, provide in the letter:
  - 38            ○ A list of the permits that identifies: (1) the type of permit; and (2) the name,  
39                address, and telephone number of the permitting jurisdictions or lead  
40                agencies.
  - 41            ○ The schedule the Recipient will follow in applying for and obtaining the  
42                permits.

1  
2       **Exhibit A**  
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5  
6       The list of permits and the schedule for obtaining them will be discussed at the  
7       Kick-off meeting (subtask 1.2), and a timetable for submitting the updated list,  
8       schedule, and copies of the permits will be developed. The impact on the project  
9       if the permits are not obtained in a timely fashion or are denied will also be  
10      discussed. If applicable, permits will be included as a line item in progress  
11      reports and will be a topic at CPR meetings.

12     • If during the course of the Agreement additional permits become necessary, then  
13      provide the CAM with an *Updated List of Permits* (including the appropriate  
14      information on each permit) and an *Updated Schedule for Acquiring Permits*.  
15     • Send the CAM a *Copy of Each Approved Permit*.  
16     • If during the course of the Agreement permits are not obtained on time or are  
17      denied, notify the CAM within 5 days. Either of these events may trigger a CPR  
18      meeting.

19       **Products:**

20     • Permit Status Letter  
21     • Updated List of Permits (*if applicable*)  
22     • Updated Schedule for Acquiring Permits (*if applicable*)  
23     • Copy of Each Approved Permit (*if applicable*)

24       **Subtask 1.10 Obtain and Execute Subawards and Agreements with Site Hosts**

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

30       **The Recipient shall:**

31     • Execute and manage subawards and coordinate subrecipients activities in  
32      accordance with the requirements of this Agreement.  
33     • Include any required Energy Commission flow-down provisions in each  
34      subaward, in addition to a statement that the terms of this Agreement will prevail  
35      if they conflict with the subaward terms.  
36     • Submit a *Subaward and Site Letter* to the CAM describing the subawards and  
37      any site host agreement needed or stating that no subawards or site host  
38      agreements are required.  
39     • If requested by the CAM, submit a draft of each *Subaward* and any *Site Host  
40      Agreement* required to conduct the work under this Agreement.  
41     • If requested by the CAM, submit a final copy of each executed *Subaward* and  
42      any *Site Host Agreement*.  
43     • Notify and receive written approval from the CAM prior to adding any new  
44      subrecipient (see the terms regarding subrecipient additions in the terms and  
45      conditions).

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1           **Products:**

- 3           • Subaward and Site Letter
- 4           • Draft Subawards (if requested by the CAM)
- 5           • Draft Site Host Agreement (if requested by the CAM)
- 6           • Final Subawards (if requested by the CAM)
- 7           • Final Site Host Agreement (if requested by the CAM)

9           **TECHNICAL TASKS**

10          *Products that require a draft version are indicated by marking “(draft and final)” after  
11          the product name in the “Products” section of the task/subtask. If “(draft and final)” does  
12          not appear after the product name, only a final version of the product is required.*

13          **Subtask 1.1 (Products)** describes the procedure for submitting products to the CAM.

15          **TASK 2: SITE PREPARATION AND EQUIPMENT PROCUREMENT**

16          The goal of this task is to procure the necessary equipment and materials for the  
17          installation of the microgrid and BESS system.

19          **The Recipient shall:**

- 20           • Prepare the site by:
  - 21            ○ Performing a structural evaluation to assess the facility roof's load-bearing  
22            capacity to ensure it can support the weight of solar panels and racking.
  - 23            ○ Analyzing roof orientation and shading to confirm optimal tilt and azimuth  
24            and to identify and mitigate shading issues from nearby trees, buildings, or  
25            rooftop equipment.
  - 26            ○ Ensuring the mounting system is compatible with the roof type.
  - 27            ○ Discussing appropriate flashing and waterproofing to prevent leaks.
  - 28            ○ Completing an Electrical Infrastructure Review to assess existing electrical  
29            panels, conduit paths, and grounding systems, and to plan for inverter  
30            placement and interconnection points.
  - 31            ○ Securing local building permits and ensuring compliance with fire codes,  
32            electrical codes, and zoning regulations.
  - 33            ○ Securing the staging area.
- 34           • Procure equipment necessary to complete the project.
- 35           • Identify a staging area and deliver equipment to the staging area.
- 36           • Obtain necessary permits.
  - 37            ○ Obtain San Joaquin County Building Permit and any other permits needed  
38            (which may include an electrical permit for solar/battery system wiring).
- 39           • Provide a *Site Preparation and Equipment Procurement Memo* that shall include,  
40           but not be limited to:
  - 41            ○ Summary of the steps to prepare the site(s);
  - 42            ○ Copy of the performance specifications for each piece of equipment  
43            purchased by the grant;
  - 44            ○ Summary of the bids received and from whom;

## **Exhibit A**

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### **FC Tracy Holdings, LLC**

- Copies of all required permits needed for installation at each site;
- Copies of the final procurement documents and purchase orders; and
- Status of the planned installation including a preliminary schedule for equipment delivery and installation for each site.

## Products:

- Site Preparation and Equipment Procurement Memo

## **TASK 3: EQUIPMENT INSTALLATION**

The goal of this task is to install and commission the equipment for this project.

## **The Recipient shall:**

- Implement pre-installation, installation, and post-installation procedures to install the system.
- Implement pre-commissioning and commissioning procedures for the solar and BESS.
- Install equipment, including:
  - BESS.
  - PV modules.
  - Inverters.
  - DC/DC optimizers.
  - Structure to support panels.
  - Electrical equipment and wiring.
- Provide an *Equipment Installation Memo* that shall include, but not be limited to:
  - Summary of the equipment installation requirements for each demonstration site;
  - Identification of barriers involved during installation and discuss the steps taken to overcome those barriers; and
  - Discuss results of equipment start-up and commissioning at each site with respect to whether the equipment installed meets the stated performance specifications.
- Prepare a *CPR Report #1* in accordance with subtask 1.3. and participate in a CPR Meeting.

## Products:

- Equipment Installation Memo (*draft and final*)
- CPR Report #1

## **TASK 4: MEASUREMENT AND VERIFICATION**

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1 The goal of this task is to report the benefits resulting from this project by performing  
2 measurement and verification (M&V) of GHG and energy consumption reduction.

3

4 **The Recipient shall:**

- 5 • Enter into an agreement with M&V subcontractor per Task 1.9 (if using an  
6 outside vendor).
- 7 • Coordinate site visits with the M&V subcontractor at the demonstration site(s)
- 8 • Develop M&V protocol for ***pre-installation*** measurement (and calculation):
  - 9 ○ Electric, natural gas and/or other fossil fuel consumption and GHG emissions  
10 (use appropriate emissions factor from Attachment 8 of the grant solicitation)  
11 of the equipment/process/system(s)/sub-system(s) that are to be upgraded  
12 and/or replaced and/or modified.
  - 13 ○ Ensure installation of sub-metering equipment and data loggers for pre/post  
14 data analysis.
- 15 • Prepare and provide a detailed ***M&V Plan*** for each project demonstration site to  
16 include but not be limited to:
  - 17 ○ A description of the monitoring equipment and instrumentation which will be  
18 used.
  - 19 ○ A description of the key input parameters and output metrics that will be  
20 measured.
  - 21 ○ A description of the M&V protocol and analysis methods to be employed.
  - 22 ○ A description of the independent, third-party M&V services to be employed, if  
23 applicable.
- 24 • Perform three months (or a shorter period as approved in writing by the CAM) of  
25 pre-installation measurements (and calculations) based on the M&V protocol for  
26 pre-installation.
- 27 • Prepare and provide a ***Pre-Installation M&V Findings Report*** for each  
28 demonstration site that includes M&V protocol, pre-install measurements (and  
29 calculations), analysis, and results performed in this task.
- 30 • Develop M&V protocol for ***post-installation*** measurements (and calculations) of:
  - 31 ○ Electric, natural gas and/or other fossil fuel consumption and GHG emissions  
32 (use appropriate emissions factor from Attachment 8 of the grant solicitation)  
33 of the equipment/process/system(s)/sub-system(s) that will be upgraded  
34 and/or replaced and/or modified
- 35 • Perform at least 12 months (or a shorter period as approved in writing by the  
36 CAM) of post-installation measurements based on M&V protocol for post-  
37 installation.
- 38 • Provide a summary of post-installation M&V progress in Progress Report(s) (see  
39 subtask 1.5) which shall include but not be limited to:
  - 40 ○ A narrative on operational highlights from the reporting period, including  
41 any stoppages in operation and why; and
  - 42 ○ A summary of M&V findings from the reporting period.

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2     **Exhibit A**  
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10    • Analyze post-installation electrical, natural gas and/or other fossil fuel  
11    consumption and GHG emissions.  
12    • Prepare and provide a *Post-Installation M&V Findings Report* for each  
13    demonstration site that includes M&V protocol, pre- and post-install  
14    measurements (and calculations), analysis, and results performed in this task.  
15    Results should at a minimum report on the reduction of electricity, natural gas  
16    and/or other fossil fuel usage and reductions of GHG emissions that directly  
17    result from this project.  
18    • Provide all key assumptions used to estimate and determine energy and GHG  
19    reductions (and additions, if applicable).  
20    • Provide all key assumptions used to estimate projected benefits, including  
21    targeted market sector (e.g., population and geographic location), projected  
22    market penetration, baseline and projected energy use and cost, operating  
23    conditions, and emission reduction calculations.

24     **Products:**

25    • M&V Plan (draft and final)  
26    • Pre-Installation M&V Findings Report (*draft and final*)  
27    • Post-Installation M&V Findings Report(s) (*draft and final*)

28     **TASK 5 TECHNOLOGY/KNOWLEDGE TRANSFER ACTIVITIES**

29     The goal of this task is to make the knowledge gained, project results, and lessons  
30    learned available to the public and key decision-makers.

31     **The Recipient shall:**

32    • Complete and update the project profile on the CEC's public online project  
33    and recipient directory on the [Energize Innovation website](http://www.energizeinnovation.fund)  
34    ([www.energizeinnovation.fund](http://www.energizeinnovation.fund)), and provide *Documentation of Project Profile*  
35    on [EnergizeInnovation.fund](http://www.energizeinnovation.fund), including the profile link, as determined by  
36    the CAM.  
37    • If the Prime Recipient is an Innovation Partner on the project, complete and  
38    update the organizational profile on the CEC's public online project and  
39    recipient directory on the [Energize Innovation website](http://www.energizeinnovation.fund)  
40    ([www.energizeinnovation.fund](http://www.energizeinnovation.fund)), and provide *Documentation of Organization*  
41    *Profile on EnergizeInnovation.fund*, including the profile link, as determined by  
42    the CAM.  
43    • When directed by the CAM, develop *Presentation Materials* to be presented  
44    at a CEC sponsored conference/workshop(s) on the project.  
45    • When directed by the CAM, participate in annual symposium(s) sponsored by  
46    the CEC.  
47    • Provide at least (6) six *High Quality Digital Photographs* (minimum resolution  
48    of 1300x500 pixels in landscape ratio) of pre and post technology installation  
49    at the project sites or related project photographs.

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1           **Products:**

2

3           

- 4           • Documentation of Project Profile on EnergizeInnovation.fund, if requested by
- 5           CAM
- 6           • Documentation of Organization Profile on EnergizeInnovation.fund, if
- 7           requested by CAM
- 8           • Presentation Materials (*draft and final*)
- 9           • High Quality Digital Photographs

10           **IV. PROJECT SCHEDULE**

11

12           Please see the attached Excel spreadsheet.