1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

**CONTRACTING AGENCY NAME**
State Energy Resources Conservation and Development Commission (Energy Commission)

**CONTRACTOR NAME**

2. The term of this Agreement is:

**START DATE**
XX/XX/YYYY

The effective date of this Agreement is the start date, or the signature date this agreement was signed by the California Energy Commission representative below, or the approval date by the Dept. of General Services (if required), whichever is later. No work shall commence until the effective date.

**THROUGH END DATE**
XX/XX/YYYY

3. The maximum amount of this Agreement is:

$ $0.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

<table>
<thead>
<tr>
<th>Exhibits</th>
<th>Title</th>
<th>Pages</th>
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</thead>
<tbody>
<tr>
<td>Exhibit A</td>
<td>Scope of Work</td>
<td>3</td>
</tr>
<tr>
<td>Exhibit B</td>
<td>Budget Detail and Payment Provisions</td>
<td>1</td>
</tr>
<tr>
<td>Exhibit C*</td>
<td>General Terms and Conditions</td>
<td></td>
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</tbody>
</table>

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [https://www.dgs.ca.gov/OLS/Resources](https://www.dgs.ca.gov/OLS/Resources)

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

**CONTRACTOR NAME** (if other than an individual, state whether a corporation, partnership, etc.)

**CONTRACTOR BUSINESS ADDRESS**

**CITY**

**STATE**

**ZIP**

**PRINTED NAME OF PERSON SIGNING**

**TITLE**

**CONTRACTOR AUTHORIZED SIGNATURE**

**DATE SIGNED**
<table>
<thead>
<tr>
<th>STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES</th>
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<tbody>
<tr>
<td>STANDARD AGREEMENT</td>
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<tr>
<td>STD 213 (Rev. 04/2020)</td>
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</tbody>
</table>

| SCO ID: 3360- |

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<tr>
<th>AGREEMENT NUMBER</th>
<th>PURCHASING AUTHORITY NUMBER (If Applicable)</th>
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**STATE OF CALIFORNIA**

**CONTRACTING AGENCY NAME**
State Energy Resources Conservation and Development Commission (Energy Commission)

<table>
<thead>
<tr>
<th>CONTRACTING AGENCY ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP</th>
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<tbody>
<tr>
<td>1516 Ninth Street</td>
<td>Sacramento</td>
<td>CA</td>
<td>95814</td>
</tr>
</tbody>
</table>

**PRINTED NAME OF PERSON SIGNING**
Adrienne Winuk

**TITLE**
Contracts, Grants and Loans Office Manager

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<thead>
<tr>
<th>CONTRACTING AGENCY AUTHORIZED SIGNATURE</th>
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<tr>
<th>CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL</th>
<th>EXEMPTION (If Applicable)</th>
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EXHIBIT A

Scope of Work described in the IFB
EXHIBIT B
Budget Detail and Payment Provisions

1. CONDITIONS FOR PAYMENT
   A. No payment shall be made in advance of services rendered
   B. For services satisfactorily rendered, and upon receipt and approval of invoices, the Energy Commission agrees to compensate the Contractor for actual allowable expenditures incurred in accordance with Exhibit B. The rates in Exhibit B are rate caps, or the maximum amount allowed to be billed. The rates in Exhibit B shall be applicable for the entire term of the Agreement, including any amendments to add time.
   C. The Contractor is not allowed to charge profit, fees or mark-ups on any subcontracted budget item, including lower tier subcontracted amounts. Subcontractors are not allowed to profit from their subcontractors’ costs.
   D. Each invoice is subject to the Energy Commission Agreement Manager’s (CAM) approval.
   E. Payments shall be made to the Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered, and for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, Contractor will be notified via a Dispute Notification Form within 15 working days of receipt of the invoice.
   F. Payment will be made in accordance with the Prompt Payment Act, Government Code Chapter 4.5, commencing with Section 927, which requires payment of properly submitted, undisputed invoices within 45 days of receipt or automatically pay late payment penalties when applicable.
   G. Final invoice must be received by the Energy Commission no later than 30 calendar days after the Agreement termination date.
   H. The State will pay for State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the Energy Commission pursuant to this Agreement. The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employee’s wages.
   I. No payment will be made for costs identified in Contractor invoices that have or will be reimbursed by another source, including but not limited to a government entity contract or subcontract or other procurement methods.
2. **PAYMENT TERMS**

Check all that apply:

- ☑️ In Arrears
- ☑️ Itemized
- ☑️ Monthly

3. **INVOICING PROCEDURES**

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

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

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

Send invoices to:

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

C. An invoice shall consist of, but not be limited to, the following:

1) Agreement number, date prepared, and billing period.
2) Contractor’s actual hourly rates for truck, driver and helpers.
3) Other direct expenses, including materials, rentals, and miscellaneous, etc.
4) Subcontractor expenditures.
5) An indication of whether a subcontractor is a California Certified Small Business or a Certified Disabled Veteran Business Enterprise.
6) By task and category (as specified in budget detail): current billing, previously billed, budgeted amounts, and balance of funds.

7) All invoices must be accompanied by the following documentation to support the expenditure:

   A) Subcontractor invoices which shall include items 1-6 above for corresponding information, if any, identified in the budget detail (e.g., if the budget detail lists hourly labor rates, then the subcontractor’s invoice would include hourly labor rates)

   B) Receipts for materials, rentals, and miscellaneous.

   C) Information on the invoice that documents work performed during the billing period.

   D) Any other deliverables due during the billing period.
4. **RETENTION**: No retention will be withheld under this Agreement.

5. **BUDGET CONTINGENCY CLAUSE**
   It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other consideration under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
   If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Contractor to reflect the reduced amount.

6. **BUDGET REALLOCATION**
   There is not budget Reallocation for this Agreement.

7. **PREVAILING WAGE**

   This Agreement is for commercial moving services to relocate Energy Commission offices in Sacramento County. Per Government Code Section 14920, this Agreement shall require payment of prevailing wages as set by the Director of the Department of Industrial Relations (DIR) in the prevailing wage rate determination for Furniture Mover and Related Classifications set forth for Sacramento County. No contractor performing service under this Agreement shall pay any employee actually engaged in the moving or handling of goods being relocated under this Agreement less than the prevailing wage rate. **In addition, Labor Code section 1720(a)(1) defines “public work” as including the assembly and disassembly of freestanding and affixed modular office systems.**

   See the DIR rate sheet, Exhibit B, Attachment 1, for Furniture Mover and Related Classifications—**Mover, Packer, Crater, Driver, Helper**.

   See the DIR rate sheet, Exhibit B, Attachment 2, for Modular Furniture Installer (Carpenter)—**Master Installer, Lead Installer, Installer**.

   In the event the Director of the Department of Industrial Relations issues a wage determination within the Agreement term that increases the prevailing wage rate for the Furniture Mover & Related classifications or **Modular Furniture Installer (Carpenter)** in Sacramento County, the Energy Commission will allow a corresponding dollar increase in Contractor’s budgeted rate. This increase shall be included in an Agreement amendment and will be in effect upon the effective date of the amendment.
Contractor shall comply with provisions of Labor Code 1720 et. seq. related to payment of prevailing wage and public works contracts. Upon request of the Energy Commission or the Department of Industrial Relations, the Contractor shall submit a certified copy of all requested payroll records. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.

8. BUDGET DETAIL

The Cost Bid from the winning Bidder will be added here, plus the Department of Industrial Relations Prevailing Wage Determination SAC-2003-1, Furniture Mover and Related Classifications and the Prevailing Wage Determination NC-23-21-15-2020-1, Modular Furniture Installer (Carpenter) in Sacramento County.
EXHIBIT D
Special Terms and Conditions

1. AGREEMENT MANAGEMENT

A. Contractor may change Project Manager but the Energy Commission reserves the right to approve any substitution of the Project Manager.

B. The Energy Commission may change the Energy Commission Agreement Manager (CAM) at any time and will send a written notice to the Contractor signed by the Energy Commission Agreement Officer (CAO).

C. Energy Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the CAM. In this connection, Energy Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.

D. Contractor will not be permitted to utilize Energy Commission personnel for the performance of services, which are the responsibility of Contractor unless the CAM previously agrees to such utilization in writing and an appropriate adjustment in price is made. No charge will be made to Contractor for the services of Energy Commission employees while performing, coordinating or monitoring functions.

E. If the Schedule of Deliverables and Due Dates needs to be revised after the execution of the Agreement, the revised dates cannot extend beyond the term end date of the Agreement. Contractor shall work with the CAM to agree on the new deliverable due dates. The CAM shall issue the revised Schedule of Deliverables and Due Dates to the Contractor and the CAO. Although the dates can be revised, the deliverables cannot be changed through this process.

2. STANDARD OF PERFORMANCE

Contractor shall be responsible in the performance of Contractor's/subcontractor's work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet these standards, or otherwise defective services, which require reperformance, as directed by CAM or its designee, shall be borne in total by the Contractor/subcontractor and not the Energy Commission. In the event the Contractor/subcontractor fails to perform in accordance with the above standard the following will apply. Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

A. Contractor/subcontractor will reperform, at its own expense, any task, which was not performed to the reasonable satisfaction of the CAM. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission.

B. The Energy Commission shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.
C. If the Energy Commission directs the Contractor not to reperform a task; the CAM and Contractor shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

3. **SUBCONTRACTS**

Contractor shall enter into subcontracts with the following firms and/or individuals and shall manage the performance of the subcontractors.

(Insert Subcontractor Names)

____________________________________________________________________

____________________________________________________________________

OR

No Subcontractors are named for this Agreement. If subcontractors are needed to perform any portion of this Agreement, the following criteria must be met and Contractor shall manage the performance of the subcontractors.

AND

A. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors, and no subcontractors and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

B. Contractor shall be responsible for establishing and maintaining contractual agreements with and the reimbursement of each of the subcontractors for work performed in accordance with the terms of this Agreement. Contractor shall be responsible for scheduling and assigning subcontractors to specific tasks in the manner described in this Agreement; coordinating subcontractor accessibility to Energy Commission staff, and submitting completed products to the CAM.

C. Contractor shall not allow any subcontractor to assign any portion of a subcontract related to this Agreement to a third party or subsequent tier subcontractor (lower tier subcontractor) without first obtaining the written consent of the CAM and following the procedures below “Process for New Subcontractors”.

D. All subcontracts entered into pursuant to this Agreement shall be subject to examination and audit by the Bureau of State Audits for a period of three (3) years after final payment under the Agreement.

E. Upon request by the CAM or CAO, Contractor shall provide copies of all contractual agreements with subcontractors and lower tier subcontractors.
F. Contractors who are subcontracting with University of California or California State University may use the terms and conditions negotiated by the Department of General Services with University of California/California State University for their subcontracts. Contractors who are subcontracting with the Department of Energy’s (DOE) Lawrence Livermore National Laboratory, Lawrence Berkeley National Laboratory, and the Sandia National Laboratories may use the terms and conditions negotiated with the Department of General Services. Contractors who are subcontracting with all other DOE laboratories may use the terms and conditions negotiated by the Energy Commission with DOE for their subcontracts.

G. Upon the termination of any subcontract or lower tier subcontract, Contractor shall notify the CAM and CAO immediately in writing.

H. In addition to any other flow-down provisions required by this Agreement, all subcontracts shall contain the following: 1) the audit rights and non-discrimination provision stated in the General Terms and Conditions (Exhibit C) and in D above; 2) further assignments shall not be made to any lower tier subcontractor without written consent of the CAM; and 3) the confidentiality provisions in the Reports paragraph of this Agreement.

I. Process for New Subcontractors

The Energy Commission reserves the right to replace a subcontractor, request additional subcontractors, and approve additional subcontractors requested by Contractor. A replaced subcontractor and an added subcontractor are both defined as a “new” subcontractor. Such changes shall be subject to the following conditions:

1) The new subcontractor shall be selected using either: (a) A competitive bid process with written evaluation criteria by obtaining three or more bids and advertising the work to a suitable pool of subcontractors including without limitation: California Contracts Register; Contractor’s mailing lists; mass media; professional papers or journals; posting on websites; and telephone or email solicitations; or (b) Non-competitive bid (sole source) process with a specific subcontractor.

2) Contractor may also need to comply with Disabled Veteran Business Enterprise requirements for the proposed subcontractor.

3) When a new subcontractor is proposed the CAM shall complete and submit to the CAO a “Subcontractor Addition” form. The proposed subcontract can be executed only after the CAO approves the Subcontractor Addition form. This form identifies the new subcontractor and bidding method used (competitive or non-competitive), the tasks the new subcontractor will be performing and the following shall be attached: resumes and completed Energy Commission budget forms.

4) Labor Rates & Classifications: Personnel of new subcontractors must fit within a classification and be equal to or less than a rate already listed in the Agreement budget and the rate cannot exceed the subcontractor’s actual rate. Adding classifications and/or higher rates for the new subcontractor other than ones currently listed in the Agreement requires a formal amendment.
5) Non-Labor Rates: The non-labor rates (such as fringe, indirect overhead, general and administrative, profit) charged by the new subcontractor shall be equal to or less than the existing non-labor rates already listed in the Agreement budget and cannot exceed subcontractor’s actual non-labor rates. Adding higher non-labor rates for the new subcontractor than ones currently listed in the Agreement requires a formal amendment.

6) Other Direct Operating Expenses: The new subcontractor may charge other direct operating expenses (such as material or equipment) as already identified in the Agreement budget. No new types of operating expenses are allowed to be charged by the new subcontractor. Adding new types of operating expenses for the new subcontractor requires a formal amendment.

4. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) REQUIREMENTS**

A. Reporting

If Contractor made a commitment to achieve DVBE participation for this Agreement, then Contractor must within 60 days of receiving final payment under this Agreement, certify in a report to the CAO: (1) the total amount the Contractor received under this Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the Contractor; (4) that all payments under the Agreement have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Military & Veterans Code section 999.5(d).

B. Substitution of DVBE

Contractor shall use each DVBE identified in its proposal or listed in this Agreement. Contractor understands and agrees that if DVBE(s) were identified in its proposal or listed in this Agreement, award of this Agreement is based in part on its commitment to use the DVBE subcontractor(s). If Contractor believes an identified DVBE must be replaced or substituted, Contractor shall inform CAM and CAO in writing of the reason for the DVBE replacement. A DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Military and Veterans Code section 999.5 (e). Contractor shall complete revised DVBE certification forms (provided by the CAO) identifying the new DVBE.

C. Amendment

This Agreement shall be amended if: a DVBE must be substituted and DGS has given approval; or there are changes to the scope of work that impact the DVBE subcontractor(s) identified in the proposal or listed in this Agreement.

D. Grounds for Termination; Damages; Penalties

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the proposal or listed in this Agreement may be cause for: termination of this Agreement, recovery of damages under rights and remedies due to the State; and penalties as outlined in Military and Veterans Code section 999.9 and Public Contract Code section 10115.10.

E. DVBE Name for this Agreement: Insert DVBE name
5. **DISPUTES**

In the event of an Agreement dispute or grievance between Contractor and the Energy Commission, both parties may follow the procedure detailed below. Contractor shall continue with the responsibilities under this Agreement during any dispute.

A. First Level Dispute Resolution

   The Contractor shall first discuss the problem informally with the CAM. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the CAO. The grievance must state the issues in the dispute, the legal authority or other basis for the Contractor’s position and the remedy sought. The CAO and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The CAO shall respond in writing to the Contractor, indicating a decision and explanation for the decision. Should the Contractor disagree with the CAO’s decision, the Contractor may appeal to the second level.

B. Second Level Dispute Resolution

   The Contractor must prepare a letter indicating why CAO’s decision is unacceptable, attaching to it the Contractor’s original statement of the dispute with supporting documents, along with a copy of the CAO’s response. This letter shall be sent to the Energy Commission’s Executive Director within ten (10) working days from receipt of the CAO’s decision. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor’s letter. The Executive Director may inform the Energy Commission of the decision at an Energy Commission business meeting. Should the Contractor disagree with the Executive Director’s decision, the Contractor may appeal to the Energy Commission at a regularly scheduled business meeting. Contractor will be provided with the current procedures for placing the appeal on an Energy Commission Business Meeting Agenda.

6. **TERMINATION**

The parties agree that because the Energy Commission is a state entity it is necessary for the Energy Commission to be able to terminate, at once, upon the default of Contractors and to proceed with the work required under the Agreement in any manner the Energy Commission deems proper. Contractor specifically acknowledges that the unilateral termination of the Agreement by the Energy Commission under the terms set forth below is an essential term of the Agreement, without which the Energy Commission would not enter into the Agreement. Contractor further agrees that upon any of the events triggering the unilateral termination of the Agreement by the Energy Commission, the Energy Commission has the sole right to terminate the Agreement, and it would constitute bad faith of the Contractor to interfere with the immediate termination of the Agreement by the Energy Commission.

This Agreement may be terminated for any reason set forth below.
A. With Cause

In the event of any breach by the Contractor of the conditions set forth in this Agreement, the Energy Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Contractor. In such event, the Energy Commission shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor, as may be agreed upon by the parties or determined by a court of law, but not in excess of the Agreement maximum payable. "Cause" includes without limitation:

1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement; or

2) Contractor is not able to pay its debts as they become due and/or Contractor is in default of an obligation that impacts his ability to perform under this Agreement; or

3) It is determined after notice and hearing by the Energy Commission or the Executive Director that gratuities were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Energy Commission, with a view toward securing an Agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of the Agreement; or

4) Significant change in Energy Commission policy such that the work or product being funded would not be supported by the Energy Commission; or

5) Reorganization to a business entity unsatisfactory to the Energy Commission; or

6) The retention or hiring of subcontractors, or the replacement or addition of personnel that fail to perform to the standards and requirements of this Agreement.

B. Without Cause

The Energy Commission may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Contractor. In such event, the Contractor agrees to use all reasonable efforts to mitigate the Contractor's expenses and obligations hereunder. Also, in such event, the Energy Commission shall pay the Contractor for all satisfactory services rendered and expenses incurred within 30 days after notice of termination which could not by reasonable efforts of the Contractor have been avoided, but not in excess of the maximum payable under this Agreement.

7. **WAIVER**

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of the Energy Commission to enforce at any time any of the provisions of this Agreement, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Agreement or any part of it or the right of the Energy Commission to thereafter enforce each and every such provision.
8. **CAPTIONS**

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

9. **PRIOR DEALINGS, CUSTOM OR TRADE USAGE**

In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of these terms.

10. **NOTICE**

Legal notice must be given using any of the following delivery methods: U.S. Mail, overnight mail, or personal delivery, providing evidence of receipt to the person identified in Exhibit F of this Agreement for legal notices. Delivery by fax or e-mail is not considered legal notice for the purpose of this clause. This clause is not intended to apply to normal, daily communication between the parties related to progress of the work. This clause applies to situations where notice is required to be given by this Agreement or the parties are asserting their legal rights and remedies.

Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In which case, the effective date shall be postponed until the next business day.

11. **STOP WORK**

The CAO may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the work tasks in this Agreement. Stop Work Orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations and the like.

A. Compliance. Upon receipt of such stop work order, Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.

B. Equitable Adjustment. An equitable adjustment shall be made by the Energy Commission based upon a written request by Contractor for an equitable adjustment. Such adjustment request must be made by Contractor within thirty (30) days from the date of receipt of the stop work notice.

C. Revoking a Stop Work Order. Contractor shall resume the stopped work only upon receipt of written instructions from the CAO canceling the stop work order.

12. **INTERPRETATION OF TERMS**

This Agreement shall be conducted in accordance with the terms and conditions of the solicitation, if applicable. The Contractor's proposal is not attached, but is expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the solicitation or proposal, this Agreement shall be considered controlling.

13. **AMENDMENTS**

This Agreement may be amended through a formal amendment process to make changes, including without limitation;
Energy Commission option to extend for one year (See Exhibit E, “Option to Extend”, at the same rates as the original budget,

- Increases in total Agreement amount,
- Extending the Agreement end date,
- Modifying tasks,
- Adding or modifying terms and conditions.

Amendments may be made without competitively bidding, so long as the amendment is exempt from competitive bidding pursuant to Public Contract Code section 10335, Government Code section 11010.5 and the State Contract Manual.
EXHIBIT E
Additional Provisions

1. CONFIDENTIALITY

A. Information Considered Confidential

If applicable, all Contractor information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

B. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Contractor, as “Confidential” on each page of the document containing the Confidential Information and presented in a sealed package to the Commission Agreement Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the “confidential” volume: no Confidential Information will be in the “public” volume.

C. Submittal of Unanticipated Confidential Information as a Deliverable

The Contractor and the Energy Commission agree that during this Agreement, it is possible that the Contractor may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Contractor shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission’s Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

D. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Contractor or any other entity become public records and are no longer subject to the above confidentiality designation.

2. CONFLICT OF INTEREST

Contractor agrees to continuously review new and upcoming projects in which members of the Contractor team may be involved for potential conflicts of interest. Contractor shall inform the Commission Agreement Manager as soon as a question arises about whether a potential conflict may exist. The Commission Agreement Manager and Commission’s Chief Counsel’s Office shall determine what constitutes a potential conflict of interest. The Energy Commission reserves the right to redirect work and funding on a project if the Commission’s Chief Counsel’s Office determines that there is a potential conflict of interest.

3. GENERAL PROVISIONS APPLYING TO ALL INSURANCE POLICIES

A. Coverage Term – Coverage needs to be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the Energy Commission at least thirty (30) days
prior to the expiration of this insurance. Any new insurance must still comply with the original terms of this Agreement.

B. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the Energy Commission within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the Energy Commission or State of California may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

C. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

D. Primary Clause – Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State of California.

E. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the State of California Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

F. Endorsements – Any required endorsements requested by the Energy Commission or State of California must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

G. Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor’s obligations under this Agreement.

H. Satisfying Self-Insured Retention - All insurance required by this Agreement must allow the State of California to pay and/or act as the Contractor’s agent in satisfying any self-insured retention. The choice to pay and/or act as the Contractor’s agent in satisfying any self-insured retention is at the State’s discretion.

I. Available Coverages/Limits - All coverage and limits available to the Contractor shall also be available and applicable to the State of California.

J. Subcontractors - In the case of Contractor’s utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insured’s under Contractor’s insurance or supply evidence of insurance to the Energy Commission equal to policies, coverages and limits required of Contractor.

K. Insurance Certificate -- Contractor shall provide to the Energy Commission an insurance certificate evidencing the required insurance coverage before work commences under this Agreement.
4. **INSURANCE REQUIREMENTS**

A. **Commercial General Liability**
Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against which claim is made or suit is brought subject to the Contractor’s limit of liability. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this Agreement.**

B. **Automobile Liability**
Contractor shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this Agreement.**

C. **Workers’ Compensation and Employer’s Liability**
Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of this Agreement. In addition, employer’s liability limits of $1,000,000 are required. By signing this Agreement, Contractor acknowledges compliance with these requirements. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.**

D. **Motor Truck Cargo Legal Liability**
Contractor shall maintain Motor Truck Cargo Legal Liability with a limit no less than the full amount of Energy Commission or State-owned property, materials, and/or equipment being transported. The policy coverage shall be on a Special Coverage Form including loading and unloading.

5. **Liability**
The Contractor shall be liable for loss or damage to Energy Commission or State-owned property while such property is within the care, custody and/or control of Contractor that occurs on the Energy Commission Worksite or during transportation to or from the Energy Commission Worksite. The Contractor shall also be liable for loss or damage to Energy Commission or State-owned property caused by its failure to properly pack and properly transport. However, Contractor shall not be liable for loss or damage to Energy Commission or State-owned-property that is caused by Energy Commission employees, other Energy Commission contractors, or an Act of God outside of Contractor’s control.

6. **Department of Motor Vehicle- Motor Carrier Permit**
Contractor must provide proof of its valid California Dept. of Motor Vehicles Motor Carrier Permit. This permit must be in effect at all times during performance of this Agreement. If Contractor fails to maintain the permit, the Energy Commission may terminate this Agreement. In the event the permit expires at any time during the term of
this Agreement, Contractor agrees to deliver a copy of the renewed permit to CAM within 30 days following the expiration date.

7. **Contractor’s License Required**
   A Contractors license is REQUIRED. Contractor must have a valid class C-61 Limited Specialty D-34 Prefabricated Equipment Contractor’s license, issued by the Contractor’s State License board at the time the Bid is submitted. In the event that the license expires at any time during the term of this Agreement, Contractor agrees to deliver a copy of the renewed license to CAM within 30 days following the expiration date.

8. **Multi-year Funding**
   Funding for this Agreement is from two fiscal years (FY), $300,000.00 from FY 2020-21, $100,000.00 from FY 2021-22. Funding for FY 2021-22, expires on November 30, 2023. To make payments from FY 2020-21 prior to the expiration date, all Agreement services, products, deliverables and invoices using these funds must be received by the Energy Commission by November 30, 2022. The Energy Commission does not warrant or guarantee that payment will be made for services, products or deliverables performed if invoices are received after November 30, 2022.

9. **Option to Extend**
   At the conclusion of year 2, the Energy Commission may extend this agreement to add one year of service and funds to cover future services at the same rates.
## EXHIBIT F
### Agreement Contacts

<table>
<thead>
<tr>
<th><strong>Commission Agreement Manager:</strong></th>
<th><strong>Contractor Project Manager:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>(Name), MS-</td>
<td>(Name)</td>
</tr>
<tr>
<td>California Energy Commission</td>
<td>(Contractor Name)</td>
</tr>
<tr>
<td>1516 Ninth Street</td>
<td>Address</td>
</tr>
<tr>
<td>Sacramento, CA 95814</td>
<td>Phone</td>
</tr>
<tr>
<td>Phone: 916-</td>
<td>Fax:</td>
</tr>
<tr>
<td>Fax #: 916-</td>
<td>e-mail:</td>
</tr>
<tr>
<td>e-mail: <a href="mailto:_____@energy.ca.gov">_____@energy.ca.gov</a></td>
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<thead>
<tr>
<th><strong>Commission Agreement Officer:</strong></th>
<th><strong>Contractor Contract Administrator/Officer:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>(Name), MS-18</td>
<td>(Name)</td>
</tr>
<tr>
<td>California Energy Commission</td>
<td>(Contractor Name)</td>
</tr>
<tr>
<td>1516 Ninth Street</td>
<td>Address</td>
</tr>
<tr>
<td>Sacramento, CA 95814</td>
<td>Phone:</td>
</tr>
<tr>
<td>Phone: 916-654- XXXX</td>
<td>Fax:</td>
</tr>
<tr>
<td>Fax: 916 654-4423</td>
<td>e-mail:</td>
</tr>
<tr>
<td>e-mail: <a href="mailto:_____@energy.ca.gov">_____@energy.ca.gov</a></td>
<td></td>
</tr>
</tbody>
</table>

Deliver confidential deliverables to this location only.

### Invoices, Progress Reports and Non-Confidential Deliverables to:

<table>
<thead>
<tr>
<th><strong>Accounting Office, MS-2</strong></th>
<th><strong>(contractor legal person)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>California Energy Commission</td>
<td>(contractor legal person)</td>
</tr>
<tr>
<td>1516 Ninth Street</td>
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<tr>
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<tr>
<td>Fax: 916-</td>
<td>@energy.ca.gov</td>
</tr>
<tr>
<td>e-mail: @energy.ca.gov</td>
<td></td>
</tr>
</tbody>
</table>

### Commission Legal Notices:

| **Adrienne Winuk, Manager Contracts, Grants, and Loans Office California Energy Commission** | |
| 1516 Ninth Street, MS-18 | |
| Sacramento, CA 95814 | |
| Phone: 916-654-4379 | |
| Fax: 916-654-4423 | |
| e-mail: andrienne.winuk@energy.ca.gov | |