January 03, 2025

**GFO-24-603**

**California’s Electric Vehicle Charger Reliability and Accessibility Accelerator (EVC RAA) Program**

**Addendum 3**

The purpose of this addendum is to notify potential applicants of changes that have been made to GFO-24-603.

The addendum includes revisions to the Solicitation Manual (Attachment 00), Scope of Work (Attachment 02), the Schedule of Products and Due Dates (Attachment 04), Charging Station Application Template (Attachment 05), and the Special Federal Terms and Conditions (Attachment 14). Added language appears in **bold underline**,and deleted language appears in [~~strikethrough~~] and within square brackets.

## Solicitation Manual

The following edits are made to the Solicitation Manual (Attachment 00).

1. **Attachments** (page 3)

1 – Project Narrative

2 – Scope of Work Template

3 – Scope of Work Instructions

4 – Schedule of Products and Due Dates

5 – Charging Station Application Template

6 – Charging Station Plan

7 - Budget Forms

8 – Resumes

9 – Contact List

10 – California Environmental Quality Act (CEQA) Worksheet

11 – Letters of Commitment

12 – Letters of Support

13 – EVC RAA Program Terms and Conditions

14 – Special Federal Award Terms and Conditions

15 – Past Performance Reference Form

16 – Utility Verification Form

17 – National Environmental Policy Act Preliminary Environmental Study Form

18 – Preliminary Engineering Right of Way Checklist

19 – Applicant Declaration

**20 – Special Bankruptcy Terms and Conditions**

1. **Section II. A. 2. Terms and Conditions** (pages 12-13)
2. Terms and Conditions

Each grant agreement resulting from this solicitation will include terms and conditions that set forth the grant recipient’s rights and responsibilities. By providing the authorizations and certifications required under this solicitation, each Applicant agrees to enter into an agreement, if awarded, with the CEC to conduct the proposed project according to the terms and conditions for this solicitation (Attachments 13**,** [~~and~~ ]14)**, and 20** without negotiation.

Failure to agree to the terms and conditions by taking actions such as failing to provide the required authorizations and certifications or indicating that acceptance is based on modification of the terms may result in rejection of the application. Applicants must read the terms and conditions carefully. CEC reserves the right to modify the terms and conditions prior to executing grant agreements.

1. **Section II. B. 19. Project Timeline** (page 25)

19. Project Timeline

Each phase of the project delivery process requires FHWA authorization. The project delivery phases may include: 1) preliminary engineering, 2) right-of-way, 3) construction, and 4) maintenance and operation. **The repair or replacement of the existing non-operational**[~~Projects must be completed and funded]~~ charging ports must be **completed**[~~operational~~] within 12 months from FHWA’s authorization of the first project delivery phase for which the Applicant is requesting federal funding. For example, a project that requests funding for preliminary engineering will begin its 12-month timeline starting when preliminary engineering is authorized, while a project requesting funding starting with construction will begin its 12-month timeline at construction authorization. It is recommended that applicants carefully consider the phase in which the federal funds are being requested for since FHWA expects the **existing non-operational charging ports** [~~projects]~~ to be operational within 12-months of the authorization.

**Recipients are encouraged to complete the installation of additional ports required to meet the four-port minimum as quickly as possible. If more than 12 months is needed to install additional ports to meet the four-port minimum, Recipients will be required to document the reason for why additional time is needed and provide a reasonable schedule for installing the additional ports beyond the initial 12-month period. CEC in its discretion may approve the additional time needed to install the additional ports.**

Recipients are encouraged to start work as soon as full execution of the agreement and required authorizations from FHWA are completed. Each charging port, charger, and charging station funded through this solicitation must operate for public use for at least five (5) years after its repair or commissioning date.

1. **Section III. D. 4. Schedule of Products and Due Dates** (page 40)
2. Schedule of Products and Due Dates (Attachment 4)

Applicants must include a completed Schedule of Products and Due Dates. **The repair or replacement of the existing non-operational charging ports must be completed within 12 months from FHWA’s authorization of the first project delivery phase for which the Applicant is requesting federal funding.** [~~All charging stations, chargers, and supporting equipment funded through this solicitation should be operational and open for public use within 12 months from FHWA’s authorization of the project.~~] Instructions for the Schedule of Products and Due Dates are included in Attachment 4. The Schedule of Products and Due Dates must be in MS Excel.

## Scope of Work

The following edits are made to the Scope of Work (Attachment 02).

1. **Task 1.1 Attend Kick-Off Meeting** (pages 8-9)

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

**The CAM shall:**

* Send the Recipient the kick-off meeting agenda.

**The Recipient shall:**

* Attend a “Kick-Off” meeting that includes the CAM and may include the Commission Agreement Officer (CAO) and a representative of the CEC Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
* Provide a written statement that no work has been completed using match funds prior to the execution of the agreement and FHWA’s authorization of the project.
* Provide an updated Schedule of Products, updated list of match funds, and updated list of permits.
* **Submit an extended installation timeline letter to the CAM for each charging station describing the reason why additional time is needed beyond the initial 12-month period to install additional ports to meet the four-port minimum and the expected timeline for installing all additional ports. If no additional time is needed, or if no additional ports are being installed at the charging station, the letter should state such. CEC in its discretion may approve the additional time needed to install the additional ports.**
* Discuss the following administrative and technical aspects of this Agreement:
* Agreement Terms and Conditions
* Critical Project Review (Task 1.2)
* Match fund documentation (Task 1.7) No reimbursable work may be done until this documentation is in place
* Permit documentation (Task 1.8)
* Subawards needed to carry out project (Task 1.9)
* Federal requirements including Davis Bacon documentation (Task 1.10)
* The CAM’s expectations for accomplishing tasks described in the Scope of Work
* An updated Schedule of Products and Due Dates
* Monthly Calls (Task 1.4)
* Quarterly Progress Reports (Task 1.5)
* Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
* Final Report (Task 1.6)

**Recipient Products:**

* Updated Schedule of Products
* Updated List of Match Funds
* Updated List of Permits
* Written Statement
* **Extended installation timeline letter**

**Commission Agreement Manager Product:**

* Kick-Off Meeting Agenda
1. **Task 1.9 Obtain and Execute Subawards** (pages 16-17)

The goal of this task is to ensure quality products and to **execute** [~~procure subrecipients~~] agreements**, as applicable,** required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient’s own procurement **and contracting** policies and procedures.

**The Recipient shall:**

* **Execute and** [~~M~~]**m**anage **subawards** and coordinate subrecipient activities.
* Submit a *letter* to the CAM describing the subawards needed or stating that no subawards are required.
* If requested by the CAM, submit a *draft of each subaward* required to conduct the work under this Agreement to the CAM for review.
* If requested by the CAM, submit a *final copy of the executed subaward*.
* If Recipient intends to add new subrecipients or change subrecipients, then the Recipient shall notify the CAM.

**Products:**

* Letter describing the subawards needed, or stating that no subawards are required
* Draft subawards (if requested)
* Final subawards (if requested)
1. **TASK 2 ENVIRONMENTAL REVIEW AND ENGINEERING** (pages 18-20)

***Work on this task may not begin until the Recipient receives written notification from the CAM that E-76 approval for this task has been received.***

The goal of this task is to **execute site host agreements, as applicable, and to** coordinate environmental review and charging station engineering among all project subrecipients and other project participants for each charging station.

**[A CPR meeting is scheduled to be held during this task and additional CPR meetings may be scheduled if necessary.]**

**The Recipient shall:**

* Follow the Caltrans acquisitions process detailed in the Local Assistance Procedures Manual (LAPM) and Right of Way Manual as applicable.
* **Execute and manage**[~~Finalize~~] *Site Host Agreements* for each charging station. **Ensure the right to use each project site throughout the term of the Agreement. A site host agreement is not required if the Recipient is the site host.**
* **Notify the CEC in writing immediately, but no later than five calendar days, if there is a reasonable likelihood a project site cannot be acquired or can no longer be used for the project.**
* **Submit a *letter* to the CAM describing any site host agreement needed or stating that no site host agreements are required.**
* **If requested by the CAM, submit a draft of each Site Host Agreement required to conduct the work under this Agreement for CAM review.**
* Submit to the CAM a copy of the **final** Site Host Agreement for each charging station.
* Prepare and submit to the CAM a *Site Assessment* of charging station, for each charging station, which shall include, but not be limited to:
* Evaluating site electrical capacity, including utility interconnection, service drop, transformer sizing, service activation, and billing procedures,
* Confirming optimal positioning for best visibility, safety, and minimization of install costs,
* Assuring wireless communication suitability,
* Determining utility requirements and general arrangement of units for optimal usage convenience and safety, and
* As needed, perform a site survey to ensure that installation of charging equipment and associated infrastructure falls within the site host’s land boundaries and does not fall within rights-of-way or easements.
* Coordinate with CEC and Caltrans staff to complete all work necessary to complete the National Environmental Policy Act (NEPA) compliance. This includes but is not limited to submitting a completed PES Form/Exhibit 6-A in Caltrans’ LAPM.
* Coordinate with the local permitting agency to ensure compliance with the California Environmental Quality Act (CEQA).
* Submit to the CAM *Final* *NEPA approvals* from Caltrans for Each Charging Station.
* Finalize and submit to the CAM an engineered and utility-approved *Site Drawing* for each charging station.
* Receive NEPA (from Caltrans) and CEQA (from local permitting jurisdiction) approvals prior to moving to right-of-way.

**Products:**

* **Letter describing the site host agreements needed, or stating that no site host agreements are required**
* **Draft Site Host Agreement for each charging station (if requested)**
* Site Host Agreement for Each Charging Station
* Site Assessment for Each Charging Station
* Finalized Site Drawing for Each Charging Station
* Final NEPA Approvals for Each Charging Station
1. **TASK 5 CHARGING STATION REPAIR, REPLACEMENT, AND/OR INSTALLATION AND COMMISSIONING**

...

* Submit each charging station’s information to the Alternative Fuels and Data Center, at a minimum. The Recipient may provide the additional charging station location programs as seen fit.
* Prepare and submit to the CAM, the *Written Notification of Intent to Operate* ***Formerly Non-Operational Ports*** for each charging station that declares **the non-operational port(s) have been** repair**ed**[~~,~~] **or** replaced[~~ment~~][~~, and/or installation for the site has been completed~~], the final inspection card has been received, the **port(s)have**[~~sit~~e ~~has~~] been commissioned, and **are**[~~is~~] available to the public for use. This must be completed within 12 months from FHWA’s authorization of the **first phase for which the Recipient requested federal funding.** ~~[project. Each charging port, charger, and charging station must be operational and open for public use within 12 months from FHWA’s authorization of the project.~~]
* **Prepare and submit to the CAM, the *Written Notification of Intent to Operate Additional Ports* for each charging station that declares the additional port(s) have been installed, the final inspection card has been received, the port(s) have been commissioned, and are available to the public for use. If no additional ports are being installed at the station, this is not required.**

**Products:**

* + Signage Report
	+ Written Training Materials
	+ Written Notification of Intent to Operate **Formerly Non-Operational Ports** for Each Charging Station
	+ **Written Notification of Intent to Operate Additional Ports for Each Charging Station (if required)**
	+ AB 841 Certification
	+ EVITP Certification Numbers
	+ Build America, Buy America Compliance Report
	+ Justification of how the charging station will still comply with the simultaneous supply of 150 kW per charging port requirement (For AFC charging stations not connecting to the grid with at least 600 kW only)

## Schedule of Products and Due Dates

The following edits are made to the Schedule of Products and Due Dates (Attachment 04).

1. **Task 1.1 - Attend Kick-off Meeting** (Rows 4-10)



1. **Task 2 - Environmental Review and Engineering** (Rows 58-64)



1. **Task 5 – Charging Station Repair, Replacement, and/or Installation and Commissioning** (Rows 71-79)



## Charging Station Application Template

The following edits are made to the Charging Station Application Template (Attachment 05).

1. **“Instructions” Tab – “Charging Station” Instructions** (Cell D33)

Please select the estimated number of calendar months required to complete the requested work at the charging station by from the drop-down menu. **The repair or replacement of the existing non-operational charging ports must be completed within 12 months from FHWA’s authorization of the first project delivery phase for which the Applicant is requesting federal funding. If more than 12 months is needed to install additional ports to meet the four-port minimum, after award Recipients will be required to provide a justification and a reasonable schedule for completing the installations. CEC in its discretion may approve the additional time needed to install the additional ports.** ~~[Charging stations must be operational and open within 12 months of FHWA authorization.]~~

1. **“Charging Station” Tab – “What is the estimated completion time for the requested work at the charging station in months?” Column** (Column U)
* The pop-up message in column U was revised to read: “The repair or replacement of the existing non-operational charging ports must be completed within 12 months from FHWA’s authorization of the first project delivery phase for which the Applicant is requesting federal funding.”
* The drop-down list was revised to include completion times beyond 12 months.

## Special Federal Terms and Conditions

The following edits are made to the Special Federal Terms and Conditions (Attachment 14).

1. **Subpart A. Award Provisions** (page 3)

## AGREEMENT CONTINGENT ON FUNDING AVAILABILITY

**Without limitation to any other of CEC’s rights and remedies, if any of the Clean Transportation Program funds used for this agreement, or any of the federal funds for the NEVI program, become unavailable; are reduced; or are deleted, for any reason including but not limited to FHWA’s failure to provide sufficient funds to reimburse the state of California for the work identified in Exhibit A, or for CEC administrative costs to oversee and implement this Agreement, as CEC may in its sole discretion determine, the CEC shall have the option to either: 1) cancel this Agreement with no liability occurring to the CEC; or 2) offer an Agreement amendment to the Recipient to reflect a reduced amount of funds. Should CEC choose to cancel this Agreement, CEC shall have no liability to pay any funds whatsoever to the Agreement Recipient, any subrecipients, and any vendors; nor to furnish any other consideration under this Agreement; and the Recipient shall not be obligated to perform any provisions of this Agreement.**

**Eunice Lemos-Adair**

**Commission Agreement Officer**