

**Board of Directors of the
Peninsula Clean Energy Authority (PCEA)
AGENDA**

**Thursday, March 26, 2026
6:30 pm**

PLEASE NOTE: This meeting will be held in a hybrid format with both in-person and Zoom participation options for members of the public.

In-Person Meeting Locations:
PCEA Lobby, **2075 Woodside Road, Redwood City, CA 94061**

Zoom, **Virtual Meeting Link:** <https://pencleanenergy.zoom.us/j/87496649657>
Meeting ID: 874-9664-9657 **Passcode:** 2075 **Phone:** +1 (669) 444-9171

This meeting of the Board of Directors will be held at the Peninsula Clean Energy Lobby: 2075 Woodside Road, Redwood City, CA 94061 and by teleconference pursuant to the Ralph M. Brown Act, CA Gov't Code. Section 54950, et seq. **Members of the Board are expected to attend the meeting in person** and should reach out to General Counsel, Jennifer Stalzer, with questions or accommodation information (jstalzer@peninsulacleanenergy.com). For information regarding how to participate in the meeting remotely, please refer to the instructions at the end of the agenda. In addition, a video broadcast of the meeting can be viewed at <https://www.peninsulacleanenergy.com/meetings-events> following the meeting.

Public Participation

The PCEA Board meeting may be accessed through Zoom online at <https://pencleanenergy.zoom.us/j/87496649657>. The webinar ID is: 874-9664-9657 and the passcode is 2075. The meeting may also be accessed via telephone by dialing +1(669) 444-9171. Enter the webinar ID: 874-9664-9657, then press #. (Find your local number: <https://pencleanenergy.zoom.us/j/87496649657>). Peninsula Clean Energy uses best efforts to ensure audio and visual clarity and connectivity. However, it cannot guarantee the connection quality.

Members of the public can also attend this meeting physically at the **Peninsula Clean Energy Lobby** at 2075 Woodside Road, Redwood City, CA 94061.

Written public comments may be emailed to PCEA Board Clerk, Nelly Wogberg (nwogberg@peninsulacleanenergy.com) and such written comments should indicate the specific agenda item on which the member of the public is commenting.

Spoken public comments will be accepted during the meeting in the Board Room(s) or remotely through Zoom at the option of the speaker. Please use the "Raise Your Hand" function in the Zoom platform, or press *6 if you phoned into the meeting, to indicate that you would like to provide comment.

Please note that Peninsula Clean Energy Board of Directors meetings are a limited public forum, and all public comment must relate to something that is within the subject matter jurisdiction of the Board. If comments do not relate to the subject matter jurisdiction of the Board, we will stop the comment and move on to the next speaker. General Counsel will assist in identifying comments that are not related to

the subject matter jurisdiction of the Board.

ADA Requests

Individuals who require special assistance or a disability related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting, should contact Nelly Wogberg, Board Clerk, by 10:00 a.m. on the day before the meeting at (nwogberg@peninsulacleanenergy.com). Notification in advance of the meeting will enable PCEA to make reasonable arrangements to ensure accessibility to this meeting, the materials related to it, and your ability to comment.

Closed Captioning is available for all PCEA Board meetings. While watching the video broadcast in Zoom, please enable captioning.

CALL TO ORDER / ROLL CALL

PUBLIC COMMENT

This item is reserved for persons wishing to address the Board on any PCEA-related matters that are not otherwise on this meeting agenda. Public comments on matters listed on the agenda shall be heard at the time the matter is called. Members of the public who wish to address the Board are customarily limited to two minutes per speaker. The Board Chair may increase or decrease the time allotted to each speaker.

ACTION TO SET AGENDA AND TO APPROVE CONSENT AGENDA ITEMS

1. [Approval of Minutes from the February 26, 2026 Board of Directors Meeting](#)

REGULAR AGENDA

2. Chair Report (Discussion)
3. [CEO Report \(Discussion\)](#)
4. [Approval of Appointments to the Executive Committee and the Audit and Finance Committee \(Action\)](#)
5. [Peninsula Clean Energy Rate and Program Affordability Overview \(Discussion\)](#)
6. [Solar+Storage for Public Buildings Program - Contract Amendment with McMillan Electric to Increase the Not-To-Exceed by \\$5.8 Million for a Total of \\$35.8 Million for Solar, Battery Storage, and EV charging and Associated Power Purchase Agreements \(Action\)](#)
7. Board Members' Reports (Discussion)

INFORMATIONAL REPORTS

8. [Account Services Quarterly Update](#)
9. [Data and Technology Department Quarterly Report](#)
10. [March 2026 Legislative Policy Update](#)
11. [Social Media FAQ's](#)
12. [Acronym List](#)

ADJOURNMENT

Public records that relate to any item on the open session agenda are available for public inspection. The records are available at the Peninsula Clean Energy offices or on PCEA Website at: <https://www.peninsulacleanenergy.com>.

Instructions for Joining a Zoom Meeting via Computer or Phone

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- Please mute your microphone when you are not speaking to minimize audio feedback
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- If participating via videoconference, audio quality is often better if you use the dial-in option (option 2 below) rather than your computer audio

Options for Joining

- Videoconference with Computer Audio - see Option 1 below
- Videoconference with Phone Call Audio - see Option 2 below
- Calling in via Telephone/Landline - see Option 3 below

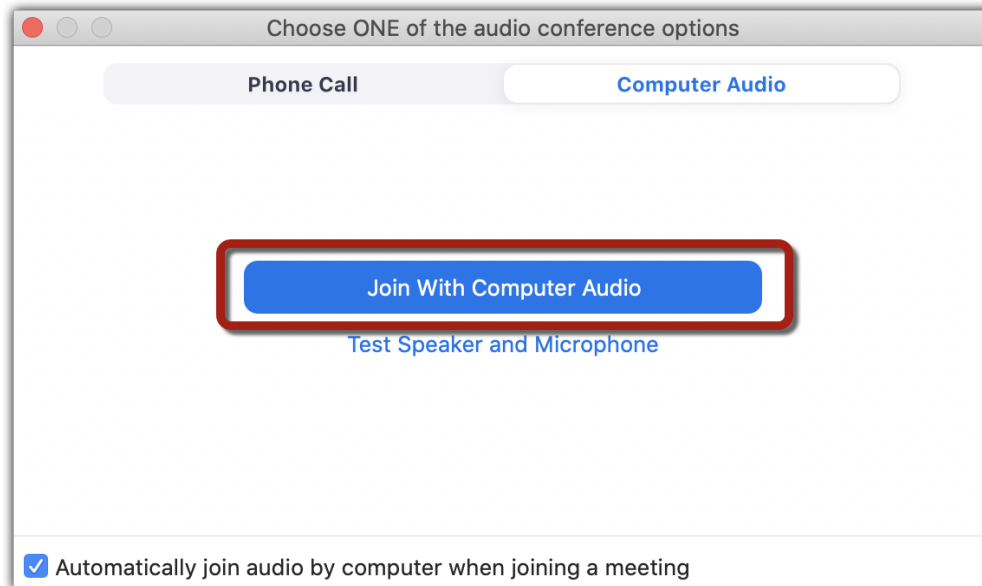
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Option 1 Videoconference with Computer Audio:

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- The Zoom application will open on its own or you will be instructed to open Zoom.
- After the application opens, the pop-up screen below will appear asking you to choose ONE of the audio conference options. Click on the Computer Audio option at the top of the pop-up screen.



- Click the blue, "Join with Computer Audio" button.
- In order to enable video, click on "Start Video" in the bottom left-hand corner of the screen. This menu bar is also where you can mute/unmute your audio.

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- From your computer, click on the following link that is also included in the meeting calendar invitation: <https://pencleanenergy.zoom.us/j/87496649657>
- The Zoom Application will open on its own or you will be instructed to Open Zoom.

- After the application opens, the pop-up screen below will appear asking you to choose ONE of the audio conference options. Click on the Phone Call option at the top of the pop-up screen.

Choose ONE of the audio conference options

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Participant ID

Passcode 2075

- Please dial +1 (669) 444-9171.
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Audio Only Options:

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- Please dial +1 (669) 444-9171.
- You will be instructed to enter the meeting ID: **874-9664-9657 followed by #.**
- You will be instructed to enter your **Participant ID** followed by #. If you do not have a participant ID or do not know it, you can press # to stay on the line.
- You will be instructed to enter the meeting passcode **2075 followed by #.**



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: March 20, 2026
MEETING DATE: March 26, 2026
VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Nelly Wogberg, Board Clerk
SUBJECT: Approval of Minutes from the February 26, 2026 Board of Directors Meeting

RECOMMENDATION

Approval of Minutes from the February 26, 2026 Board of Directors Meeting.

ATTACHMENTS:

[02-26-2026 BOD Draft Minutes.pdf](#)

**Regular Meeting of the Board of Directors of the
Peninsula Clean Energy Authority (PCEA)
Minutes**

Thursday, February 26, 2026
6:30 p.m.
Zoom Video Conference and Teleconference

CALL TO ORDER

Meeting was called to order at 6:32 p.m. in virtual teleconference, in the Peninsula Clean Energy Authority lobby and in the Los Banos City Hall conference room A.

ROLL CALL **YouTube**

Participating:

Noelia Corzo, San Mateo County
Ray Mueller, San Mateo County
Rick DeGolia, Atherton
Tom McCune, Belmont
Coleen Mackin, Brisbane
Donna Colson, Burlingame, *Chair*
Roderick Daus-Magbual, Daly City
Mark Dinan, East Palo Alto
Stacy Jimenez, Foster City
Patrick Jonsson, Half Moon Bay
Leslie Ragsdale, Hillsborough
Michael Amabile, Los Banos, participating from Los Banos
Betsy Nash, Menlo Park
Christine Boles, Pacifica
Rebecca Flynn, Portola Valley
Marty Medina, San Bruno, *Vice Chair*
John Dugan, San Carlos
Adam Loraine, San Mateo
James Coleman, South San Francisco

Absent:

Ken Gonzalez, Colma
Anders Fung, Millbrae
Elmer Martinez Saballos, Redwood City
Hassan Aburish, Woodside

A quorum was established.

Aaron Memenez

ACTION TO SET THE AGENDA AND APPROVE REMAINING CONSENT AGENDA ITEMS **YouTube**

Public Comment: None

MOTION: Director Boles moved, seconded by Director Jimenez to set the Agenda, and approve Agenda Item Numbers 1-2.

1. Approval of the Joint Powers Authority Agreement Weighted Voting Shares Allocation
2. Approval of the Minutes for the January 22, 2026 Meeting.

MOTION PASSED FOR ITEM 1: 19-0 (Absent: Colma, Millbrae, Redwood City, Woodside)

MOTION PASSED FOR ITEM 2: 18-0-1 (Absent: Colma, Millbrae, Redwood City, Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Corzo	X			
San Mateo County	Director Mueller	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez				X
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Dinan	X			
Foster City	Director Jimenez	X			
Half Moon Bay	Director Jonsson	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Amabile	X			
Menlo Park	Director Nash	X			
Millbrae	Director Fung				X
Pacifica	Director Boles	X			
Portola Valley	Director Flynn	X on Item 1		X on Item 2	
Redwood City	Director Martinez Saballos				X
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman	X			
Woodside	Director Aburish				X
	Total	19/18		1 on Item 2	4

REGULAR AGENDA

3. [Chair Report \(Discussion\)](#) [YouTube](#)

None.

4. [CEO Report \(Discussion\)](#) [YouTube](#)

Shawn Marshall, Chief Executive Officer, gave a presentation including a Programs update, an Account Services update, and an update on upcoming Member Agency Briefings, upcoming events and education opportunities.

Mike Mielke, Senior Manager, Legislative Policy, gave a brief legislative update.

5. [Briefing on Peninsula Clean Energy's Green Access Program \(Discussion\)](#) [YouTube](#)

Jana Kopyciok-Lande, Director of Innovation Strategy, gave a presentation on Peninsula Clean Energy's Green Access Program.

Public Comment: None

6. [First Amendment to the Interim Resource Contract with Marin Clean Energy for the Green Access Program \(Action\)](#) [YouTube](#)

Jana Kopyciok-Lande, Director of Innovation Strategy, gave a presentation on the Interim Resource Contract with Marin Clean Energy for the Green Access Program.

MOTION: Director Corzo moved, seconded by Director DeGolia to Delegate authority to the Chief Executive Officer (CEO) to execute the First Amendment to the "WSPP Confirmation Bundled Renewable Energy Portfolio Content Category One (PCC1) Agreement" (Interim Resource Contract) with Marin Clean Energy (MCE) for an interim resource for the PCE Green Access Program, revising the contract not-to-exceed (NTE) amount to \$11.5 Million and extending the contract term to December 31, 2030.

MOTION PASSED: 19-0 (Absent: Colma, Millbrae, Redwood City, Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Corzo	X			
San Mateo County	Director Mueller	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez				X
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Dinan	X			
Foster City	Director Jimenez	X			
Half Moon Bay	Director Jonsson	X			
Hillsborough	Director Ragsdale	X			

Los Banos	Director Amabile	X			
Menlo Park	Director Nash	X			
Millbrae	Director Fung				X
Pacifica	Director Boles	X			
Portola Valley	Director Flynn	X			
Redwood City	Director Martinez Saballos				X
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman	X			
Woodside	Director Aburish				X
	Total	19			4

Public Comment: None

7. [Selection of Board of Directors Chair and Vice Chair \(Action\)](#) YouTube

Chair Colson represented the Board Ad Hoc Nominating Committee: Donna Colson Chair of the Board, Rick DeGolia, Betsy Nash in their recommendation for Chair and Vice Chair.

Public Comment: None

MOTION: Director Nash moved, seconded by Director Coleman to Approve Director Marty Medina as Chair and Director Leslie Ragsdale as Vice Chair.

MOTION PASSED: 19-0 (Absent: Colma, Millbrae, Redwood City, Woodside)

JURISDICTION	BOARD MEMBER	YES	NO	ABSTAIN	ABSENT
San Mateo County	Director Corzo	X			
San Mateo County	Director Mueller	X			
Atherton	Director DeGolia	X			
Belmont	Director McCune	X			
Brisbane	Director Mackin	X			
Burlingame	Director Colson	X			
Colma	Director Gonzalez				X
Daly City	Director Daus-Magbual	X			
East Palo Alto	Director Dinan	X			
Foster City	Director Jimenez	X			
Half Moon Bay	Director Jonsson	X			
Hillsborough	Director Ragsdale	X			
Los Banos	Director Amabile	X			
Menlo Park	Director Nash	X			
Millbrae	Director Fung				X
Pacifica	Director Boles	X			
Portola Valley	Director Flynn	X			

Redwood City	Director Martinez Saballos				X
San Bruno	Director Medina	X			
San Carlos	Director Dugan	X			
San Mateo	Director Loraine	X			
South San Francisco	Director Coleman	X			
Woodside	Director Aburish				X
Total		19			4

8. [Board Members' Reports \(Discussion\)](#) **YouTube**

Director Boles shared an appointment to the CalCities Environmental Equality in Policy Committee and encouraged participation in the CivicWell Policymakers Conference on March 12-14 in Yosemite.

Director Daus Magbual shared an invitation to the Lunar New Year Celebration in Daly City on Saturday February 28th.

ADJOURNMENT

Meeting was adjourned at 8:14 p.m.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: March 20, 2026

MEETING DATE: March 26, 2026

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Executive Committee

FROM: Shawn Marshall, Chief Executive Officer

SUBJECT: CEO Report (Discussion)

RECOMMENDATION

This report is provided monthly to the Board of Directors and is informational only.

BACKGROUND

During the Board meeting, CEO Shawn Marshall will provide an update on a variety of PCE topics and activities of interest.

Programs Update

"Electrification Without Upsizing, SF Climate Week Event"

Please join Peninsula Clean Energy, the Bay Area Air District, and all other Bay Area CCAs for a flagship event at SF Climate Week that is featuring an expo of "right-sized" and other solutions that make electrification simpler and more affordable by avoiding major electrical work and service upgrades. This is a great event to learn more about the products that are already helping with electrification.

Bay Area Metro Center, 375 Beale St, San Francisco

Monday, April 20, 5 - 7 PM

Registration is required at <https://luma.com/ws8v2ow4>

Heat Pump Water Heater Temporary Incentive

We're running a temporary \$500 increase for our Heat Pump Water Heater rebate, in coordination with SJCE and SVCE. Residents can receive up to \$4,000 when upgrading to a heat pump water heater between April 1 - May 31.

PCE In the Community

3/28	Easter Egg Hunt, Los Banos
4/15	Atherton Ribbon Cutting
4/18	The City of Belmont Earth Day

4/18	Pacific Beach Coalition's Earth Day EcoFest
4/18	San Bruno Resiliency Fair
4/19	City of San Carlos Earth Day Event
4/22	Gilead Earth Day
4/25	Love Our Earth Festival

PCE Staffing Update

Open Positions

There are currently no open positions posted at PCE.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: March 20, 2026

MEETING DATE: March 26, 2026

VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Marty Medina, Chair of the Board
 Leslie Ragsdale, Vice Chair of the Board

SUBJECT: Approval of Appointments to the Executive Committee and the Audit and Finance Committee (Action)

RECOMMENDATION

Approve appointments to the Executive Committee and the Audit and Finance Committee.

DISCUSSION

Honorable Colleagues,

Peninsula Clean Energy Policy 16, “*Selection of the Chair and Vice Chair and Appointment to the Executive Committee and other Standing Board Committees*” provides guidance on the process to appointment members to the Executive and Audit and Finance Committees as follows:

“The Board will be asked to cast a vote either for or against the entire slate at the March Board meeting. In the event the Board does not approve the entire slate, Board members will nominate and vote on individual appointments to the Executive and Audit and Finance Committees at the same meeting.”

Vice Chair Ragsdale and I were encouraged by the many directors interested in serving on the committees. That level of interest helps maintain continuity and supports the development of future leadership, and we appreciate everyone who took the time to connect with us. Based on those conversations, we’re pleased to put forward the following appointments:

To the Executive Committee:

1. Rick DeGolia, Atherton
2. Tom McCune, Belmont
3. Coleen Mackin, Brisbane
4. Donna Colson, Burlingame
5. Leslie Ragsdale, Hillsborough, Vice Chair
6. Betsy Nash, Menlo Park

7. Anders Fung, Millbrae
8. Marty Medina, San Bruno, Chair
9. John Dugan, San Carlos

To the Audit and Finance Committee:

1. Donna Colson, Burlingame
2. Mark Dinan, East Palo Alto
3. Stacy Jimenez, Foster City
4. Michael Amabile, Los Banos
5. Elmer Martinez Saballos, Redwood City

Sincerely,

Marty Medina, Chair
Leslie Ragsdale, Vice Chair



**PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence**

DATE: March 20, 2026
MEETING DATE: March 26, 2026
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Shalini Swaroop, Chief Operating Officer
SUBJECT: Peninsula Clean Energy Rate and Program Affordability Overview (Discussion)

BACKGROUND

Since its launch in 2016, Peninsula Clean Energy (PCE) has delivered clean electricity at a lower cost while reinvesting savings into the community. Maintaining affordability remains a core commitment of PCE's mission and a central component of the Agency's 2026–2030 Strategic Plan. The Strategic Plan reinforces PCE's commitment to both environmental leadership and affordability, recognizing that competitive rates, disciplined procurement, customer programs, and policy advocacy all contribute to ensuring that clean energy remains accessible to customers across PCE's service area.

Electricity rates in California are comprised of several components, including generation, transmission, distribution, and a range of statewide policy programs and regulatory charges. Over the past decade, total electricity rates for many customers have increased significantly, with the largest increases occurring in transmission and distribution costs. Analyses by the California Public Utilities Commission (CPUC) attribute much of this growth to investments in wildfire mitigation, transmission and distribution infrastructure, and statewide policy programs such as rooftop solar incentives. While PCE manages the generation portion of electricity rates, the transmission and distribution components are controlled by the investor-owned utilities and regulated by the CPUC.

Within this framework, PCE has consistently maintained generation rates below those of the incumbent utility while advancing decarbonization and customer programs. Since launch, PCE customers have saved more than \$225 million compared to equivalent PG&E generation rates. The Strategic Plan builds on this track record by establishing a goal of delivering an additional \$100 million in customer savings between 2026 and 2030 while continuing to expand electrification and decarbonization initiatives. As customers electrify transportation and buildings while the grid continues to add renewable energy resources, they can reduce long-term exposure to the price volatility of fossil fuel markets, which are often influenced by global conflicts, geopolitical instability, and international commodity market dynamics.

At the same time, electricity affordability across California is increasingly shaped by factors outside the direct control of local energy providers. In addition to rising transmission and

distribution costs, generation markets face growing volatility driven by factors such as global energy markets, tariffs, interconnection constraints, and increasing demand for electricity. In this environment, PCE's affordability strategy relies on several complementary approaches:

- i. managing cost of service to maintain competitive rates,
- ii. rate design and bill stability,
- iii. programs that lower customer energy expenses, and
- iv. advocating for policy reforms that address structural cost drivers.

This memorandum provides an overview of these efforts and highlights the Agency's key initiatives that support affordability for customers in PCE's service area.

DISCUSSION

Managing Cost of Service to Maintain Competitive Rates

Strategic Plan Alignment: *Procurement Strategic Policy and Environmental Impact Guiding Principle.*

Energy procurement decisions represent the largest driver of generation costs. As a result, disciplined portfolio management is essential to maintaining affordability while advancing the Strategic Plan's environmental goals. PCE's Procurement Strategic Policy calls for maintaining a 100 percent zero-carbon portfolio while balancing renewable procurement ambitions with cost impacts for customers. Achieving long-term decarbonization therefore requires careful cost management alongside environmental leadership.

PCE manages procurement costs through four core practices: portfolio design and optimization, strategic contracting, hedging and risk management, and disciplined exploration of emerging renewable energy strategies.

Portfolio Design and Optimization

Effective portfolio design focuses on aligning resource procurement with PCE's load profile to ensure reliability while minimizing unnecessary costs. This involves procuring best-fit resources that closely match the expected load shape, reducing over-procurement and improving overall cost efficiency. At the same time, the portfolio is diversified across resource types, contract structures, and market exposures to maintain flexibility. Diversification helps ensure resilience as regulatory compliance requirements evolve, market conditions shift, and new technologies emerge.

Strategic Contracting

Strategic contracting focuses on securing reliable resources at competitive prices through proactive engagement with developers and suppliers. This includes negotiating favorable contract terms and carefully timing procurement activities to manage contract expirations and avoid exposure to unfavorable market conditions. Long-term contracts can provide price certainty and reduce exposure to market volatility, while thoughtful contract planning helps ensure the portfolio remains stable and aligned with PCE's evolving needs.

PCE has also pursued Prepay transactions to further lower the cost of energy

procurement. An energy prepayment (or "Prepay") is a long-term financial transaction available to tax-exempt load serving entities such as CCAs that enables a meaningful power procurement cost savings opportunity. Thus far, PCE has executed two Prepay transactions resulting in annual procurement savings of \$11.5 million.

Hedging and Risk Management

Through structured hedging strategies, PCE reduces exposure to fluctuations in energy and related market prices. These strategies are supported by ongoing monitoring of market conditions and portfolio exposure to ensure that risk management practices remain aligned with changing market dynamics and portfolio profile. In addition, the Energy Risk Management Policy adopted in 2024, along with the establishment of the Risk Oversight Committee (ROC), provides formal governance for reviewing portfolio risk, procurement exposure, and financial risk management. These frameworks create clear guardrails to ensure that market risks are managed in a disciplined and transparent manner.

Measured Approach to 24/7 Renewable Energy Innovation

PCE continues to explore innovative procurement and operational strategies to advance its long-term goal of achieving around-the-clock renewable energy. At the same time, a measured approach ensures that new strategies are evaluated carefully as technologies, markets, and resource availability evolve. This balanced approach allows PCE to pursue environmental innovation while maintaining a strong focus on cost responsibility and protecting affordability for customers.

Through these practices, PCE advances the Strategic Plan's dual objectives of environmental leadership and affordability while maintaining competitive generation rates for customers.

Rate Design and Bill Stability

Strategic Plan Alignment: *Economic Development Guiding Principle and Five-Year Goal to maintain competitive rates and deliver \$100 million in customer savings between 2026 and 2030.*

In addition to managing the cost of service, PCE uses rate design tools, financial planning, and customer billing programs to maintain stable and predictable electricity bills. Supporting competitive rates and delivering economic value to customers while advancing decarbonization are central elements of the Strategic Plan's Economic Development Guiding Principle.

Since launch, PCE generation rates have remained approximately 5–10 percent lower than comparable PG&E rates, resulting in cumulative customer savings exceeding \$225 million. The Strategic Plan builds on this track record by establishing a goal of delivering an additional \$100 million in savings between 2026 and 2030.

Several financial and operational tools support this outcome: rate stabilization and financial planning.

Rate Stabilization and Financial Planning

The Board of Directors approved the establishment of a Rate Stabilization Fund to help PCE

manage short-term rate volatility and maintain stable generation rates over time. To date, PCE has deferred \$128 million in revenues into its Rate Stabilization Fund. These funds can be used in future years to stabilize and lower customer rates as market conditions and exit fees fluctuate.

PCE also uses long-term financial planning and forecasting to support low and stable rates. Rates are set based on the cost of providing service to PCE's customers through a cost-of-service ratemaking approach. Forecasted costs are reviewed annually by the Board of Directors as part of the budget and rate-setting process, while the Audit & Finance Committee reviews financial performance and forecasts quarterly to ensure costs remain well managed.

Customer Bill Stability Programs

PCE also supports bill stability by helping customers manage and smooth their monthly energy costs.

In 2025, PCE expanded its direct outreach efforts to connect vulnerable customers with assistance programs such as the Arrearage Management Plan (AMP) and Match My Payment for income-qualified customers with past-due balances. Through AMP outreach, PCE tracked 682 new enrollments among eligible customers as a direct result of these efforts. Outreach emails achieved open rates exceeding 50 percent, indicating strong customer engagement and helping ensure eligible households are aware of available assistance programs.

In February 2026, PCE launched Budget Billing as an alternative billing option for our customers. The program helps stabilize monthly charges by smoothing seasonal fluctuations in electricity usage and summer rate changes. While Budget Billing does not reduce the total amount customers owe over time, it provides more predictable monthly payments and greater financial stability for both renters and homeowners. PG&E has offered Budget Billing for several years, and PCE is now able to offer the same option for the PCE portion of the bill, creating a more complete and consistent experience for customers already enrolled through PG&E.

Together, these tools support the Strategic Plan's goal of maintaining competitive rates while ensuring the agency remains financially resilient.

Programs that Reduce Customer Energy Costs

Strategic Plan Alignment:

- *Equity Programs Strategic Policy*
- *Distributed Energy Resources Strategic Policy*
- *Customer-Focused Guiding Principle*

Affordability also means helping customers reduce their overall energy costs, not just their electricity rates. Consistent with the Strategic Plan's Customer-Focused Approach and Equity Programs Strategic Policy, PCE programs are designed to reduce cost barriers to clean energy adoption and ensure that customers across PCE's service area can benefit from electrification.

Program design also reflects Strategic Plan priorities by advancing equity and customer

access while minimizing cost impacts for ratepayers. PCE implements laddered program structures based on income and targets support toward customers facing the greatest cost barriers to ensure programs remain accessible across a range of customer needs. Programs are also designed to leverage external funding sources whenever possible to minimize impacts on ratepayers while expanding access to clean technologies. In addition, PCE works to educate customers and contractors on right-sizing approaches that lower installation costs and avoid unnecessary distribution grid upgrades that would ultimately be reflected in electricity rates.

PCE programs support affordability in two primary ways: reducing upfront costs for clean technologies and lowering ongoing household energy expenses. There are also additional programs currently under development.

Programs that Reduce Upfront Costs

- Income-qualified transportation, home electrification, and solar programs
- Home Upgrade Program, offering laddered incentives depending on income for installation of electric appliances
- Zero percent home loans that support customer adoption of clean technologies
- Equitable Building Decarbonization (EBD) program supported by state funding to electrify low-income homes in East Palo Alto and Los Banos.

These programs support the Strategic Plan's goal of expanding access to electrification while supporting customers facing the greatest barriers to participation.

Programs that Reduce Ongoing Energy Costs

These programs help customers lower their monthly transportation and electricity expenses.

- EV Ready program supporting EV charging infrastructure in multifamily housing E-bike and electric vehicle incentives that reduce transportation costs
- Self-Generation Incentive Program (SGIP) participation leveraging state funding to install solar and storage systems on income-qualified homes
- Disadvantaged Communities Green Tariff (DAC-GT) program, which uses state funding to cover above-market costs for community solar and provides participating low-income residents with an additional 20% discount on their electricity bills

Upcoming and Developing Programs

- Residential solar plus storage program under development (2026)
- Portable battery resiliency program under development (2026)
- Energy efficiency initiatives supported by CPUC funding (2028)

Policy Advocacy

Strategic Plan Alignment: Driving Innovation Guiding Principle and Organizational Excellence Strategic Policy.

Many drivers of electricity costs originate from statewide regulatory and policy decisions rather than local procurement choices. As a result, policy engagement is an important component of PCE's affordability strategy and aligns with the Strategic Plan's emphasis on innovation,

leadership, and policy influence. PCE's advocacy efforts focus on protecting local governance, preventing cross-subsidization between PCE and PG&E customers, and ensuring fair competition among electricity providers. Current policy priorities include: PCIA reform, RA reform, right-sizing statewide programs, and legislative engagement.

Power Charge Indifference Adjustment (PCIA) Reform

The Power Charge Indifference Adjustment (PCIA) is a fee applied to Community Choice Aggregation (CCA) customers to cover legacy generation costs incurred by investor-owned utilities. PCE is engaged in regulatory and legislative efforts to improve how PCIA is calculated and allocated to ensure that CCAs are not paying more than their fair share of legacy costs and cost allocation remains transparent and equitable across customer

groups. AB 1761 (Rogers) is sponsored by the California Community Choice Association to allow for greater transparency in PCIA data inputs. This will allow CCAs to verify calculations, improve forecasting, strengthen regulatory accountability, and better protect customers from unexpected rate increases.

Resource Adequacy (RA) Reform

The Resource Adequacy program ensures that electric providers procure sufficient capacity to maintain grid reliability. PCE is advocating for improvements to the RA framework that improve market efficiency and reduce unnecessary capacity costs. In addition to advocating for the Slice of Day framework at the CPUC, CalCCA is sponsoring SB 1138 (Padilla) to allow hourly transactions of RA obligations, aligning procurement rules with the state's new reliability framework. This reform would allow entities with excess capacity in a given hour to trade with those that are short, reducing unnecessary over-procurement while maintaining reliability standards.

Right-Sizing Statewide Programs

PCE works with regulators and legislators to promote installation practices that right-size equipment to meet customer needs without triggering unnecessary distribution grid upgrades. For example, Level 1 EV charging solutions in multifamily housing can provide practical charging access for residents while avoiding costly electrical upgrades associated with higher-powered infrastructure. Similarly, strategies that enable home electrification within existing electrical panels, particularly in homes with service under 100 amps, can reduce installation costs and avoid distribution system upgrades. Educating policymakers on these approaches helps ensure electrification programs remain cost-effective and scalable while minimizing long-term rate impacts for customers across the state.

Legislative Engagement

PCE takes both a reactive and a proactive approach to advocating for affordability for its customers in Sacramento. A large portion of legislative advocacy is opposing proposals that would increase costs to CCA customers. Proactively, in addition to the bills noted above, PCE is co-sponsoring AB 2111 (Papan). AB 2111 would strengthen California's transmission planning process by requiring the state to evaluate multiple future scenarios – including high load growth and extreme weather – so transmission needs can be identified earlier and addressed through more proactive, cost-effective grid investments. By improving long-term

planning and transparency around planning assumptions, the bill supports a more cost-effective buildout of the grid. To support these efforts, PCE established an internal affordability working group in 2025 to coordinate policy analysis and affordability advocacy across departments. These efforts have helped inform CalCCA's affordability priorities in the 2025 and 2026 legislative sessions.

FISCAL IMPACT

This is an informational item only. Affordability strategies described in this memorandum are implemented through procurement practices, rate design, programs, and policy engagement activities reflected in PCE's budget. These efforts are intended to maintain competitive generation rates and reduce overall energy costs for customers.

STRATEGIC PLAN

The affordability strategies described in this memorandum reflect multiple elements of Peninsula Clean Energy's 2026–2030 Strategic Plan. Maintaining competitive generation rates and delivering customer savings supports the Strategic Plan's Economic Development Guiding Principle and the five-year goal to deliver \$100 million in additional customer savings between 2026 and 2030.

Cost-conscious procurement practices align with the Strategic Plan's Procurement Strategic Policy, which balances environmental ambition with customer cost impacts. Customer programs that reduce household energy expenses support the Customer-Focused Approach Guiding Principle, the Equity Programs Strategic Policy, and the Distributed Energy Resources Strategic Policy by expanding access to clean technologies while lowering cost barriers.

Finally, PCE's regulatory and legislative advocacy reflects the Strategic Plan's emphasis on innovation, policy leadership, and organizational excellence, recognizing that statewide policy decisions increasingly influence electricity affordability.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: March 17, 2026

MEETING DATE: March 26, 2026

VOTE REQUIRED: Majority Vote

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Peter Levitt, Sr Manager, Distributed Energy Resources

SUBJECT: Solar+Storage for Public Buildings Program - Contract Amendment with McMillan Electric to Increase the Not-To-Exceed by \$5.8 Million for a Total of \$35.8 Million for Solar, Battery Storage, and EV charging and Associated Power Purchase Agreements (Action)

RECOMMENDATION

Delegate Authority to Chief Executive Officer, in a form approved by the General Counsel, to execute an amendment to the Engineering, Procurement, and Construction (EPC) Contract with McMillan Electric increasing the Not to Exceed amount by \$5.8 million for a total not to exceed of \$35,800,000, and authorize the execution of the associated Power Purchase Agreement (PPA) amendments for the deployment of solar, battery, and EV charging systems.

BACKGROUND

Peninsula Clean Energy's mission is to provide affordable, clean electricity and advance local solutions that lower costs, reduce pollution, and strengthen community resilience. As part of Peninsula Clean Energy's Solar+Storage for Public Buildings Program, also referred to as "GovPV," Peninsula Clean Energy has a portfolio of 36 solar projects in various stages of construction, totaling 5.3 megawatts ("MW") of solar capacity. In addition, Peninsula Clean Energy has been developing new Battery Energy Storage Systems ("BESS") projects across many of these solar sites. Agencies currently participating in the program are slated to save over \$45,000,000 throughout the lifetimes of the systems by purchasing solar energy from Peninsula Clean Energy and reducing their utility bill charges. Agencies adding battery storage to their facilities may gain access to backup power and/or further improve their bill savings. At this time, 15 solar systems have been put into operation and the remaining 21 solar systems are expected to complete construction and go into operation soon this year. Battery retrofits will follow.

Under the GovPV Program, participating agencies sign a power purchase agreement ("PPA") with Peninsula Clean Energy, paying for the energy generated from solar, with the installation costs amortized over a long-term contract. Peninsula Clean Energy provides site assessments, design, interconnection, procurement, financing,

construction, monitoring, and maintenance on the projects. Peninsula Clean Energy also secures any federal Investment Tax Credits available. Because of economies of scale and a low cost of capital, Peninsula Clean Energy can deploy solar and solar+storage systems economically to a market segment that is not well served by large commercial installers.

The PPA price that Peninsula Clean Energy charges participating agencies fully covers Peninsula Clean Energy’s cost of developing, installing, and operating the installed solar and battery storage. By recovering our investment in this way, the GovPV program model is both replicable and sustainable to Peninsula Clean Energy so long as the program can be capitalized. In an effort to expand the program and build on its successes, Peninsula Clean Energy is actively exploring a low-interest infrastructure loan to capitalize future portfolios, which would enable additional clean energy deployments under GovPV while freeing up Peninsula Clean Energy’s capital for other purposes.

This program is aligned with Peninsula Clean Energy’s strategic policy to accelerate the development of carbon-free distributed energy resources (DERs) and to drive innovation and market transformation of distributed and advanced energy technologies.

Program Partnerships

McMillan Electric is one of Peninsula Clean Energy’s GovPV program partners. They are a San Francisco-based union commercial electrical contractor and were selected out of a competitive solicitation process to develop solar, battery storage, and electrification projects at up to 45 of Peninsula Clean Energy’s customers’ public buildings. Engineering, equipment procurement, construction and maintenance of the systems is provided by McMillan under a contract with Peninsula Clean Energy. McMillan has performed very well in our efforts to deploy systems ahead of sensitive external timelines.

The table below depicts the history of program approvals between Peninsula Clean Energy and McMillan Electric:

Board Meeting	Scope	Amount Approved/Proposed	New Capacity Added
January 2024	Solar	Up to \$23M	PV: 5.2MW
February 2025	Battery retrofits	Up to \$30M (addtl. \$7M)	BESS: 1.6MW / 3.4MWh
March 2026 (Proposed)	New solar+storage	Up to \$35.8M (addtl. \$5.8M)	PV: 0.4MW BESS: 0.4MW / 1.4MWh

Among the original 45 sites in the competitive solicitation, the scope of Peninsula Clean Energy’s original contract with McMillan was to build up to \$23M of solar projects at 36 public facilities across 17 agencies; that contract was approved by the Board in January 2024. However, it was always intended that this program would expand to include battery storage and additional electrification work. A subsequent Board approval in February 2025 authorized a \$7M increase in the contract to fund up to 19 battery storage retrofits which were scoped and described by the RFP. Based on Peninsula Clean Energy’s internal right-sizing methodologies, updated cost estimates, and site readiness, the program is now projected to support battery storage retrofits at approximately 16 existing GovPV solar sites. These battery retrofit sites are in various stages of project development.

Staff is requesting authorization to add up to \$5.8M to the Gov PV program budget and

contract with McMillan to build three new solar+storage projects.

DISCUSSION

In addition to the original 36 solar-only projects that are complete or under construction, Peninsula Clean Energy had included nine larger sites in the original competitive solicitation released August 29, 2023. The nine sites are public facilities located in member agency jurisdictions (Daly City, Los Banos, Redwood City, South San Francisco) and non-member public agencies (San Mateo County Community College District, RethinkWaste, Sewer Authority Mid-Coastside). These nine sites were originally deprioritized because of the very large capital requirements due to their large size and site conditions requiring storage. Systems with storage would have benefitted little from the Net Energy Metering (NEM) rules, which particularly benefit solar-only installations. NEM 2 availability is expiring next month so there has been time urgency in completing the 36 solar sites for maximum customer benefit.

Now that Peninsula Clean Energy has secured its solar-only projects under NEM 2, staff is turning its attention to projects with a battery scope, starting with the GovPV retrofits, and the additional nine solar+storage sites.

Peninsula Clean Energy has had more interest from prospective GovPV participants than capital available to fund projects considering current expenditures and budget parameters. In selecting candidate projects that are eligible to receive funding under the GovPV program, staff applied the below set of prioritization criteria designed to allocate program resources equitably across participating agencies, and to maximize resilience benefits. These criteria prioritize:

- Peninsula Clean Energy member agencies (i.e. cities/county) over non-member agencies
- Agencies that have not previously participated extensively in the GovPV program
- Sites that currently lack an existing backup power source
- Facilities that could potentially serve local resiliency during power outages
- Projects that make efficient use of program funding or leverage external grants

As projects advance, some sites may change scope or drop out due to permitting, interconnection, design, or other customer considerations. In those cases, staff will apply the same prioritization criteria to identify replacement projects and ensure that program funding continues to be deployed in a transparent and equitable manner.

Staff utilized this program prioritization criteria to determine which battery retrofit opportunities are higher priority than others. Staff also applied this methodology to determine how the new solar+storage projects should be prioritized to receive funding under this proposed increased budget authorization.

Site list

For the unfunded nine sites, the following three new solar+storage GovPV sites are recommended for funding with this additional funding request.

Site	Approx Solar Size (kW)	Approx Battery Size (kW/kWh)	Estimated Total Cost
Daly City - City Hall	194	200 / 800	\$2.2M

Redwood City Police Department	54	50 / 200	\$0.5M
South San Francisco Police Department	111	100 / 200	\$1.1M

Each of these sites were selected for specific reasons. Daly City's City Hall is eligible for a \$1 million CEC grant to offset the cost of the large battery installation, and is also eligible for an \$800k Peninsula Clean Energy member agency grant to reduce the solar cost. Although Daly City has strong representation among agencies participating in PCE's GovPV program, these grants offset a significant portion of the project's costs, making it a project with highly efficient capital use. The City of Redwood City currently does not have any facilities participating in PCE's GovPV program, and the South San Francisco Police Department ranked high compared with other prospective sites with demand charges.

As previously mentioned, some projects will fall out of the portfolio as we continue advancing through project development. If a battery retrofit project, or a new solar+storage project is no longer moving forward, staff will employ the same prioritization filtering criteria in order to identify another project from the remaining list that can participate in Peninsula Clean Energy GovPV program.

The costs above amount to \$3.8M for all three projects. Staff added a contingency of approximately 20% towards this budget to account for federal regulatory uncertainty that could affect equipment costs and other factors. In addition, Daly City has allocated \$800k from its Member Agency Energy Grant to its solar project. This was previously approved by the Board in July 2025. Peninsula Clean Energy will allocate that amount towards a solar PPA price reduction for the Daly City City Hall.

To advance these three new solar+storage projects, staff recommends increasing the McMillan Electric contract by \$5.8 million, bringing the total not-to-exceed amount to \$35.8 million. \$800,000 represents an existing authorized amount not yet incorporated into the contract and \$5 million is a new authorization.

The attached amendment updates the contract terms for both the new solar and storage sites and terms for the previously approved battery storage retrofits and potential installation of EV charging stations. Staff is in the process of negotiating and finalizing the amendment and has several commercial and legal topics to resolve prior to executing the agreement. These topics include adding solar components to the Notice to Proceed process, adding an Outside Commercial Operation Date that serves as a functional deadline to complete the work, tax review of federal Investment Tax Credit claims that Peninsula Clean Energy hopes to make to reduce battery costs, and final proofreading by outside counsel.

FISCAL IMPACT

Under the current EPC agreement between Peninsula Clean Energy and McMillan Electric, Peninsula Clean Energy would spend an amount not to exceed \$30,000,000 for the deployment of solar, BESS, and EV charging at customer sites. By amending the EPC agreement with McMillan, we will increase the not to exceed amount by \$5,800,000 for a total not to exceed amount of \$35,800,000. These funds are accounted for in the programs capital budget and will be repaid over the 20-year terms of the site PPAs, with the exception of the

surplus funds for batteries detailed below.

Peninsula Clean Energy expects that the federal Investment Tax Credit (ITC) would accelerate the repayment of 30% of the battery storage portion of these costs, or up to \$550,000, within the next three years. While there is some uncertainty regarding ITC under the new federal administration, near-term commercial projects are seen as less likely to be affected by policy changes. To date, \$3 million in ITC has been successfully secured for the first 12 sites in operation.

In addition, as part of Peninsula Clean Energy’s surplus funds approved in December 2023, up to \$5,000,000 is allocated to battery storage projects at public agency facilities. Peninsula Clean Energy plans on using these funds to buy-down an estimated 20-30% of the total battery project costs to make the final battery price to program participants more financially viable. We project that approximately \$1,500,000 - \$3,00,000 of these surplus funds will be spent in this manner, and the remainder will be funded by the Energy Programs team’s budget.

Under the PPA amendments, Peninsula Clean Energy would expect to receive an amount equal to the EPC contract cost, plus other direct project-related costs as described above, less the contributions from the surplus funds, ITC amounts, and grant contributions.

Aside from the surplus funds and grant contributions, the net financial cost to Peninsula Clean Energy is expected to be neutral, generating a low annual return comparable to our traditional investments, however there is a time differential between cash outflows and inflows per below:

Expected Year	Cashflow Impact
2026 - 2027	Capital outflow for EPC contract-related work
2027 - 2028	Receipt of 30% of the amount spent on EPC contract-related work for the battery scope
2027 - 2047	Ongoing receipt of PPA revenues

STRATEGIC PLAN

This program is aligned with Peninsula Clean Energy’s strategic policy on Distributed Energy Resources:

PCE will accelerate the development of carbon-free distributed energy resources (DERs) to drive innovation and market transformation of distributed and advanced energy technologies, accelerate greenhouse gas (GHG) reductions, and enhance community resilience, including:

- Expanding DER project development support
- Increasing customer access to capital for DER/electrification projects
- Providing technical assistance and support for local resiliency projects
- Advancing relevant policy development and advocacy.

ATTACHMENTS:

[2026.03.26 BOD - GovPV DRAFT PCE-McMillan Amended Restated EPC Agreement \(3-25-26 Clean\).pdf](#)

RESOLUTION NO. _____

PENINSULA CLEAN ENERGY AUTHORITY, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

SOLAR+STORAGE FOR PUBLIC BUILDINGS PROGRAM - CONTRACT AMENDMENT WITH MCMILLAN ELECTRIC TO INCREASE THE NOT-TO-EXCEED BY \$5.8 MILLION FOR A TOTAL OF \$35.8 MILLION FOR SOLAR, BATTERY STORAGE, AND EV CHARGING AND ASSOCIATED POWER PURCHASE AGREEMENTS (ACTION)

RESOLVED, by the Peninsula Clean Energy Authority of the County of San Mateo and the City of Los Banos, State of California (“Peninsula Clean Energy” or “PCE”), that

WHEREAS, PCE was formed on February 29, 2016; and

WHEREAS, the Board of Directors of Peninsula Clean Energy has approved a strategy for Peninsula Clean Energy to prioritize efforts to accelerate the development of carbon-free distributed energy resources (DERs) to support further innovation and market transformation of distributed energy technologies, accelerate greenhouse gas (GHG) reductions, and provide customer and community resilience; and

WHEREAS, Peninsula Clean Energy has hired McMillan Electric, a union electrical contractor, stemming from a competitive solicitation process to build solar and battery storage projects at public agency facilities; and

WHEREAS, in January 2024, Peninsula Clean Energy’s Board of Directors approved the EPC Agreement with McMillan Electric, with a total budget of \$23 million, and the associated Power Purchase Agreements with local government agencies; and

WHEREAS, in February 2025, Peninsula Clean Energy’s Board of Directors approved the Amendment to the EPC Agreement with McMillan Electric, increasing the total budget to \$30 million, and the associated Amendments to the Power Purchase Agreements with local government agencies to build battery energy storage at local government agency facilities; and

WHEREAS, Peninsula Clean Energy has entered into 36 Power Purchase Agreements with public agencies to build solar energy at their facilities in order to provide financial and community benefits to their jurisdiction; and

WHEREAS, Peninsula Clean Energy and McMillan Electric have successfully commissioned 15 solar energy projects at public agency facilities, with 21 additional projects under development; and

WHEREAS, Peninsula Clean Energy is seeking to build new solar+battery storage and

potential EV infrastructure at three additional public agency facilities; and

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board delegates authority to the Chief Executive Officer, in a form approved by the General Counsel, to execute an amendment to the Engineering, Procurement, and Construction (EPC) Contract with McMillan Electric increasing the Not to Exceed amount by \$5.8 million for a total not to exceed of \$35,800,000, and authorize the execution of the associated Power Purchase Agreement (PPA) amendments for the deployment of solar, battery, and EV charging systems, as permitted by law.

CONFIDENTIAL

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**PENINSULA CLEAN ENERGY AUTHORITY
AMENDED AND RESTATED
MASTER ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT**

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**PENINSULA CLEAN ENERGY AUTHORITY
AMENDED AND RESTATED MASTER ENGINEERING, PROCUREMENT, AND
CONSTRUCTION AGREEMENT**

This AMENDED AND RESTATED MASTER ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT (“Agreement”) is made as of [DATE], 2025 (“Amended Agreement Effective Date”), by and between Peninsula Clean Energy Authority, a joint powers authority of the State of California whose principal place of business is 2075 Woodside Rd., Redwood City, CA 94061 (“PCE”) and McMillan Electric, 1480 Folsom Street, San Francisco, CA 94103, California Contractors State License Board No. 268179 (“Contractor”). PCE and Contractor may be referred to herein in the singular as “Party” or jointly as “Parties.” Capitalized terms used in this Agreement, unless otherwise defined herein, shall have the meanings assigned to them on Schedule 1 hereto.

RECITALS

WHEREAS, PCE is developing a portfolio (the “Portfolio”) of photovoltaic electrical generation systems, battery energy storage systems (where applicable) and related interconnection facilities (each, a “System” and, collectively, the “Systems”) and Electrification Infrastructure at the project sites more particularly described on Schedule 2 (the “Project Sites”);

WHEREAS, PCE worked with third-party photovoltaic electrical generation system design and engineering firms (“System Designer”) to provide the services listed on Schedule 3 hereto (the “System Designer Services”) with respect to the PV components of the Systems;

WHEREAS, PCE desires to engage Contractor to perform the balance of design and engineering work not otherwise performed by System Designer with respect to the Systems, to permit, procure, construct, install, commission, test and interconnect the Systems and to install certain additional Electrification Infrastructure at certain of the Project Sites, all pursuant to the terms and conditions of this Agreement and the Scope of Work set forth on Exhibit A hereto (the “Work”);

WHEREAS, the Parties entered into that certain Master Engineering, Procurement and Construction Agreement (the “Original Agreement”) on April 25, 2024 (the “Effective Date”);

WHEREAS, the Parties amended and restated the Original Agreement on the Amended Agreement Effective Date to add provisions relating to battery energy storage systems and Electrification Infrastructure to the Original Agreement;

WHEREAS, for Systems on the GovPV1 Project Sites (the “GovPV1 Systems”), a portion of the Work under this Agreement has been performed (“Prior Work”) by a third-party contractor to PCE (“GovPV1 Contractor”);

WHEREAS,

Exhibit D-1 hereto sets forth the Milestones that were performed by the GovPV1 Contractor as of the Effective Date;

WHEREAS, PCE desires to engage Contractor to perform the balance of Work not otherwise properly performed by GovPV1 Contractor with respect to such Systems;

WHEREAS, PCE seeks to engage Contractor to perform the operations and maintenance services on the Systems set forth in Exhibit B hereto (the “Operations and Maintenance Services,” and collectively with the Work, the “Services”);

WHEREAS, PCE seeks to have the Services performed such that the Systems qualify for Pacific Gas & Electric Company (“Utility”) net metering 2.0 (“NEM2”) tariff; and

WHEREAS, Contractor desires to perform the Services.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1– NOTICE TO PROCEED

1.1 Notice to Proceed.

(a) Photovoltaic Components of Systems. This Agreement is one of several agreements which must become effective prior to commencement of Work on the Systems. Accordingly, with respect to the photovoltaic components of the Systems, neither Party shall have any obligations under this Agreement other than those set forth under Article 16 unless and until PCE issues to Contractor a written notice to proceed with Work on a System, signed by a duly authorized agent of PCE (a “Notice to Proceed”). For the avoidance of doubt, Contractor shall not commence Work with respect to the photovoltaic components of a System until it has received a Notice to Proceed with respect to such System.

(b) BESS and Electrification Infrastructure. The Parties agree and acknowledge that, as of the Amended Agreement Effective Date, the BESS and Electrification Infrastructure applicable to some of the Project Sites require additional project development and design work and are subject to additional approvals by PCE and the applicable Project Site Owners. Accordingly, (1) each BESS shall be subject to a separate notice to proceed process and related preliminary design and engineering process as outlined in Exhibit A, Attachment A-1, and shall not be considered a component of the applicable System for a Project Site until PCE has provided the BESS Final Notice to Proceed pursuant to Exhibit A, Attachment A-1; and, (2) each component of Electrification Infrastructure shall be subject to a separate notice to proceed process and related preliminary design and engineering process as outlined in Exhibit A, Attachment A-2 (collectively the “BESS/Electrification Infrastructure Notice to Proceed”). Neither Party shall have any obligations under this Agreement with respect to any BESS or Electrification Infrastructure other than those set forth under Article 16, and Contractor shall not commence Work with respect to any BESS or Electrification Infrastructure, unless and until PCE issues to Contractor a “Preliminary BESS Notice to Proceed” or a “Preliminary Electrification Infrastructure Notice to Proceed,” as applicable.

1.2 Portfolio Adjustment Notice. Within three hundred and sixty-five (365) calendar days of the Effective Date, if PCE has not issued a Notice to Proceed with respect to a System, Contractor shall have the right to remove such System from the Portfolio by delivering a written notice (a “Portfolio Adjustment Notice”) to PCE. If Contractor issues a Portfolio Adjustment Notice in accordance with this Section 1.2, and if PCE does not issue a Notice to Proceed within ten (10) calendar days of its receipt of such Portfolio Adjustment Notice, Schedule 2 shall be amended to remove such System from the Portfolio and the Parties shall have no further obligations under this Agreement with respect to such System. If PCE issues a Notice to Proceed within ten (10) calendar days of receipt of a Portfolio Adjustment Notice, this Agreement shall take full force and effect with respect to such System and Contractor shall be authorized

to proceed with Work with respect to such System. This Section 1.2 shall not apply with respect to the BESS or Electrification Infrastructure hereunder.

ARTICLE 2– THE SERVICES

2.1 Statement of Work. Contractor shall, on a fixed-price turnkey basis for each System and for the Electrification Infrastructure: (a) subject to Section 2.2, design and engineer the Systems; (b) furnish and procure all Equipment, supplies, labor, administration and superintendence, tools and materials necessary for the Services; (c) permit, construct, install, start-up, commission, test and interconnect the Systems and Electrification Infrastructure (as applicable); and (d) perform all related activities for the successful completion of the Work and the delivery of the Systems and Electrification Infrastructure pursuant to the Project Packages or the Final Plans, as applicable, and in compliance with this Agreement. Notwithstanding the foregoing, Contractor has reviewed the work performed by GovPV1 Contractor for the GovPV1 Systems and hereby confirms and covenants that, with respect to the GovPV1 Systems, Contractor is able to provide and shall be responsible for providing all additional Services not previously and/or properly performed necessary to deliver to PCE completed and fully operational Systems and Electrification Infrastructure meeting all terms, conditions and covenants of this Agreement including, but not limited to, all warranties. Contractor shall diligently perform all tasks required or reasonably implied by the definition thereof to be necessary to deliver to PCE completed and fully operational Systems and Electrification Infrastructure meeting the requirements of this Agreement.

2.2 Design and Engineering Services. Contractor has reviewed the Project Package provided by PCE for each System and hereby confirms that Contractor believes Contractor is able to procure, permit, construct, install, commission, test and interconnect the Systems pursuant to the Project Package and the terms and conditions of this Agreement. Contractor shall review the System Designer Services as set forth in Schedule 3 as described in the Project Packages and through reasonable additional due diligence of Contractor. Contractor shall be responsible for providing all additional design and engineering services necessary to deliver to PCE completed and fully operational Systems meeting all terms, conditions and covenants of this Agreement including, but not limited to, all warranties. Contractor is responsible for the design, engineering and construction of the Systems and shall use the design and engineering standards of care applicable to projects or work of similar size, complexity, quality and scope in performing the Work. Contractor shall collect the necessary Project Site information to complete the design and engineering of the Systems. Contractor shall evaluate and provide professional engineering calculations of the existing building structural and roof conditions to validate the integrity of the existing structure and the structural and seismic capacity of the Project Sites to support the Systems. Contractor shall engage a licensed professional engineer to perform the necessary calculations and analysis to ensure that each of the Project Sites is capable of supporting all required Systems. If, in the performance of such review, due diligence or performance of the Work, Contractor reasonably determines that it will need to make changes to the Project Package for a System or repeat elements of the System Designer Services in order to complete the Services for such System in accordance with Prudent Practices or at the direction of PCE, Contractor shall propose such changes and the Parties shall confer, confirm any such changes with the applicable Project Site Owner and agree in writing to final plans (the “PV Final Plans”). In such event, Contractor shall be responsible for providing revised detailed design drawings necessary to provide a turnkey installation of the Systems. The Final Plans shall be prepared by a State of California registered licensed Professional Engineer. The Change Order process set forth in Article 3 shall apply to any such changes to the Project Package.

2.3 PCE and Independent Engineer Review. Contractor shall provide construction documents that include, but are not limited to, Project Site plans (“Project Site Plans”), photovoltaic system plans, BESS plans if applicable, Electrification Infrastructure plans, if applicable, single line schematics, racking

system and equipment layouts with elevations. All drawings, specifications, plans and other design documents, including, but not limited to the Final Plans (“Plans”) shall be submitted to PCE for review and comment, and shall be subject to PCE’s written approval. PCE shall provide such review and approval within twenty (20) Business Days of delivery of such Plans to PCE by Contractor. Any such review and comment by PCE shall not relieve or absolve Contractor from its responsibility under this Agreement or from its liability for any error, fault or inconsistency in the Services. PCE reserves the right to retain at its expense an Independent Engineer to review and approve Plans and all System Documentation. In the event that PCE or a third-party owner of the System, if applicable (“System Owner”), retains an Independent Engineer, the Parties shall agree to a process for submission of Plans and other System Documentation to Independent Engineer in accordance with Prudent Practices.

2.4 Governmental and Utility Authorizations. Contractor shall obtain all Governmental Authorizations necessary for the Services, including, but not limited to, building permits, environmental permits, and conditional use permits, and shall obtain Utility Approval for the Services, including, but not limited to, entering into an interconnection agreement on behalf of the applicable Project Site Owner and obtaining interconnection approval and permission to operate for each System and for the Electrification Infrastructure. Contractor shall pay for all required Governmental Authorizations and Utility Approvals relating to construction, installation and interconnection of the Systems and the Electrification Infrastructure and Contractor’s performance of the Services. Without limiting the foregoing, PCE has submitted interconnection applications for the Systems where an “Interconnection Application Date” is included on Schedule 2 to the Utility on behalf of the Project Site Owners and paid interconnection application fees. For the Systems where an “Interconnection Application Date” was not included on Schedule 2 as of the Original Agreement Effective Date, Contractor shall be solely responsible for submitting interconnection applications and paying interconnection application fees to the Utility on behalf of the applicable Project Site Owners at Contractor’s sole cost and expense such that such Systems qualify for NEM2.

2.5 Construction. Contractor shall construct the Systems and the Electrification Infrastructure according to the requirements of Exhibit A, the Project Package, the Basis of Design or Final Plans, as applicable, and all other terms and conditions of this Agreement and shall continuously monitor and review such construction for conformance with this Agreement. Contractor is responsible for installing all Equipment and following all specifications, directions and product installation instructions of manufacturers and suppliers in accordance with Exhibit A. In coordination with Project Site Owners, Contractor shall arrange appropriate storage for all materials and Equipment as agreed with Project Site Owners, provide for all permanent and temporary construction on the Project Sites, and handle, remove and properly dispose of all excess materials. Contractor is responsible for any scaffolding, bracing and shoring used during installation. For the avoidance of doubt, PCE shall have no supervisory authority and no responsibility for the specific working conditions on the Project Sites.

2.6 Milestone Schedule; Remedies for Delay. Contractor agrees that retaining the Systems’ eligibility for NEM2 is a material term of the Services. Accordingly, Contractor shall diligently conduct the Services in a timely manner and according to a schedule that enables each Project Site Owner to take service under Utility’s applicable NEM2 tariff. Contractor shall administer and provide the Services diligently in accordance with the deadlines set forth in the column headed “Milestone Deadline” in the applicable Milestone Schedule table set forth on Exhibit D-1, Exhibit D-2, Exhibit D-3, Exhibit D-4, Exhibit D-5, or Exhibit D-6 (“Milestone Schedule”). Exhibit D-1 shall apply to the PV components of the Systems at GovPV1 Project Sites, Exhibit D-2 shall apply to the PV components of the Systems at GovPV2 New Construction Project Sites, Exhibit D-3 shall apply to the PV components of the Systems at GovPV2 New Roof Project Sites, Exhibit D-4 shall apply to the PV components of the Systems at GovPV2 Existing

Construction Project Sites, Exhibit D-5 shall apply to the BESS components of Systems for all Project Sites and Exhibit D-6 shall apply to Electrification Infrastructure for all Project Sites. “Exhibit D” as used in this Agreement, refers to Exhibit D-1, Exhibit D-2, Exhibit D-3, Exhibit D-4, Exhibit D-5 or Exhibit D-6, as applicable to the System and Project Site. Without limiting the foregoing, Contractor shall use commercially reasonable efforts to prioritize performance of the Work at the GovPV1 Project Sites. Time is of the essence in the performance of all Services hereunder. Any change to a Milestone Schedule for a System, BESS or Electrification Infrastructure shall require a Change Order pursuant to Article 3. Without limiting and in furtherance of the foregoing, the Parties hereby agree to the following remedies for delays:

(a) Commencement of Installation Liquidated Damages. If commencement of the installation (“Commencement of Installation”) has not occurred (i) for a System to be located on a GovPV1 Project Site or a GovPV2 Existing Construction Project Site within three hundred and sixty-five (365) calendar days after PCE’s issuance of a Notice to Proceed for such System, (2) with respect to a System to be located on one of the GovPV2 New Construction Project Sites or the GovPV2 New Roof Project Sites, within thirty (30) calendar days after the Installation Readiness Date (the “Commencement of Installation Deadline”), or (3) for a BESS, within three hundred and sixty-five (365) calendar days after PCE’s issuance of a BESS Final Notice to Proceed for such BESS, Contractor shall pay to PCE, as liquidated damages, fifteen hundred dollars (\$1,500) per day for each day after the Commencement of Installation Deadline (“Daily Commencement of Installation Liquidated Damages”) for such System or BESS, as applicable. If Commencement of Installation has not occurred for a System or BESS within an additional thirty calendar days after such Commencement of Installation Deadline and the power purchase agreement, or, with respect to a BESS, the power purchase agreement or BESS-related component of a power purchase agreement, between the applicable Project Site Owner and PCE has been terminated as a result of such delay, Contractor shall owe PCE twenty-five thousand dollars (\$25,000) (the “Development Costs”) for such System, plus any Milestone Payments made by PCE to Contractor with respect to such System and/or such BESS, less any Daily Commencement of Installation Liquidated Damages already paid to PCE for such System.

(b) Final Building Department Approval Delay Remedies. In recognition that, to be eligible for NEM2, final building permit sign off and electrical clearing by the authority having jurisdiction (“Final Building Permit Approval”) must occur with respect to a System by the date set forth in the column headed “Final Building Department Approval Deadline” in Schedule 2-A, Schedule 2-B, Schedule 2-C or Schedule 2-D applicable to the Project Site for such System (“Final Building Permit Approval Deadline”), the Parties agree to the following “Final Building Department Approval Remedies”:

(i) If Final Building Permit Approval has not occurred by the Final Building Permit Approval Deadline for such System, Contractor shall, at Contractor’s expense and within ninety (90) days, remove the System, any portion thereof and any of the Equipment (other than Equipment which PCE has directed Contractor in writing to leave at the Project Site) and materials from the Project Site and fully restore the Project Site to its condition prior to the performance of any Services by Contractor and Contractor shall pay to PCE, as liquidated damages: (A) the Development Costs, (B) all Milestone Payments previously paid to Contractor for its Services performed with respect to such System, (C) \$1,250 per kilowatt of the applicable System’s intended capacity as set forth on Schedule 2, and (D) all direct costs reasonably incurred by the Project Site Owner by reason of such failure to obtain Final Building Permit Approval (the “Final Building Department Approval Liquidated Damages”) less the fair market value of any Equipment which PCE has directed Contractor in writing to leave at the Project Site and to which PCE has taken title.

Final Building Department Approval Delay Remedies shall not apply to a System if (x) the Utility has provided in writing that the System remains eligible for NEM2 despite such delay on the grounds that

the delay was caused by the Utility, (y) with respect to GovPV2 New Construction Project Sites, the applicable Project Site Owner has failed to achieve the New Construction Installation Readiness Deadline or the Project Site Energization Deadline; or (z) with respect to GovPV2 New Roof Project Sites, the applicable Project Site Owner has failed to achieve the New Roof Installation Readiness Deadline.

(c) Notwithstanding the foregoing provisions of Section 2.6, the dates set forth in this Section shall be extended on a day for day basis to the extent there are delays in payment by PCE, delays caused by PCE or a Project Site Owner or pursuant to the terms and conditions of Section 8.1. In no event shall the payment of Liquidated Damages or performance of other remedies specified in Section 2.6 excuse Contractor from performance of any of its obligations hereunder. At PCE's option, Liquidated Damages and other monetary amounts owed by Contractor pursuant to Section 2.6 may be set off by PCE from any payments due from PCE to Contractor or PCE may seek recovery of such amounts from Contractor's surety pursuant to Article 12. PCE may seek recovery of such amounts from the Contractor or such surety without having exhausted remedies against the other. The Parties agree that it would be extremely difficult to precisely determine the amount of loss, costs, damages and expenses that would be suffered by PCE solely as a result of a delay described in this section and that liquidated damages are a fair and reasonable determination of the amount of such loss, costs, damages and expense which would be suffered by PCE, and that the liquidated damages do not constitute a penalty.

2.7 Testing. Contractor shall perform pre-parallel testing and verification required to substantiate that each System installation is complete, safe for Utility interconnection and parallel operation, compliant with Applicable Law and capable of producing electricity sufficient to achieve the performance guarantee set forth in Exhibit B, Section 3. Contractor shall perform testing and verification required to substantiate that all BESS Equipment, and the construction, installation and interconnection thereof, comply with Applicable Law, including, but not limited to, building department fire safety requirements. Contractor shall perform testing and verification required to substantiate that all Electrification Infrastructure installation is complete, compliant with Applicable Law. PCE or its designee shall have the right to review and approve the testing and verification criteria which must be achieved for each System and all Electrification Infrastructure as proposed by Contractor. Contractor shall provide notice to PCE of any scheduled test(s) of installed equipment, and PCE and/or its designees, including but not limited to the Independent Engineer, if so retained, shall have the right to be present at any or all such tests conducted by Contractor, any Subcontractor, and/or manufacturers of the equipment. Contractor shall be responsible for correcting and/or adjusting all deficiencies in the Systems, Electrification Infrastructure and equipment operations that Contractor supplied and installed that may be observed during testing and verification procedures. The test procedure set forth herein shall be repeated until each System and the Electrification Infrastructure passes the test. Contractor shall document all testing and provide written reports detailing such test results ("Test Reports") for the applicable System to PCE when it delivers the Substantial Completion Certificate for such System pursuant to Section 5.2(d)(ii) and when Final Completion with respect to Electrification Infrastructure, if applicable.

2.8 Inspection.

(a) Contractor's Inspection. Contractor shall inspect and test all Services as necessary to ensure compliance with all terms and conditions of this Agreement.

(b) Inspections Requested by PCE. Contractor shall, at PCE's reasonable request, conduct any inspection on behalf of and pursuant to PCE's reasonable instructions.

(c) Inspections Performed by PCE or Independent Engineer. PCE and, if applicable, the Independent Engineer or other designee of PCE, shall be permitted to inspect the Services. To the extent reasonably possible, PCE and such designees will perform inspections in such manner as not to delay the Services, and Contractor shall perform the Services in such manner as not to delay inspections unreasonably. Contractor shall give PCE reasonable advance notice of Services requiring inspection by PCE, System Owner or Project Site Owner, if applicable, pursuant to Prudent Practices. Contractor shall furnish PCE reasonable facilities for its and its designees' safety and convenience in inspecting the Services. If PCE or its designee finds that conditions are unsafe for inspection at a particular location, they may, upon notice to Contractor, decline to inspect in that location until such conditions are corrected. No acceptance of the Services shall be construed to result from such inspection by PCE or its designee. No inspection or test or waiver thereof shall relieve Contractor of its responsibility for meeting the requirements of this Agreement.

(d) Notice of Inspections by Third Parties. If this Agreement or Applicable Law requires any portion of the Services to be inspected, tested or approved, Contractor shall give the PCE timely notice so that it or its designee may observe such inspection, testing or approval.

(e) Costs. Except for inspections by PCE or its designee pursuant to Section 2.8(c), Contractor shall bear all costs of inspections, tests or approvals.

(f) Rejection of Work. PCE shall have the right to reject Services not complying with the requirements of this Agreement ("Rejected Services"). Rejected Services shall be replaced or corrected at Contractor's expense. If PCE reasonably determines it is uneconomic or otherwise undesirable for Contractor to replace or correct such Rejected Services, the System Contract Price, BESS Contract Price and/or Electrification Infrastructure Contract Price, as applicable, shall be reduced by an equitable amount.

2.9 Interconnection. Contractor shall connect the Systems to the electricity distribution system of the Utility and shall ensure that the Systems and Electrification Infrastructure and their connection to the electricity distribution system conform to all applicable requirements of the Utility and all other Persons with authority over the Systems and their operation and connection to the electricity distribution system.

2.10 System Electrification Approval. Contractor shall not electrify, turn on or operate any System or the Electrification Infrastructure without the prior, written request of PCE, other than as required pursuant to the testing or inspection procedures set forth in Sections 2.7 and 2.8. Contractor shall place labeling on or around the System and Electrification Infrastructure sufficient to inform the Project Site Owner, its employees, invitees and the general public that the System and Electrification Infrastructure shall not be electrified, turned on or operated by anyone other than PCE or its contractors or agents. Once Final Completion has been achieved with respect to a System, Contractor shall electrify such System and Electrification Infrastructure within five (5) Business Days of its receipt of written instructions from PCE requesting such action with respect to such System.

2.11 Operations and Maintenance Services. Following construction of the Systems, Contractor shall also provide Operations and Maintenance Services for all Systems to PCE as described in Exhibit B and at the rates and terms of compensation described in Exhibit B. For the avoidance of doubt, the Operations and Maintenance Services obligations apply to the GovPV1 Systems as of the Effective Date.

2.12 Equipment and Materials.

(a) Contractor shall provide and pay for all labor, equipment (for the avoidance of doubt, including, but not limited to, the Equipment), materials, tools, supervision, testing, inspection, and other services as necessary to complete performance of the Services, whether by Contractor or its Subcontractors.

(b) Domestic Content Requirements. Contractor acknowledges that PCE, its affiliate, or a tax credit investment entity organized to benefit PCE, intends to utilize the maximum amount of investment tax credits or production tax credits, as applicable, including the requirement for taxpayers to satisfy the domestic content requirements for such tax credits as set forth in Sections 45(b)(9), 48(a)(12), 45Y(g)(11), or 48E(a)(3)(B), as applicable, of the Code and all applicable guidance (the “Domestic Content Requirements”). Notwithstanding anything to the contrary herein, Contractor’s obligation to comply with the Domestic Content Requirements shall apply only with respect to an 1MW System and EVSE Infrastructure located at the Project Site of such 1MW System and only if, and to the extent that, PCE issues a Domestic Content Notification pursuant to this Section 2.12(b). In the event that PCE determines that the Domestic Content Requirements apply to an 1MW System to be installed under this Agreement at a Project Site and PCE so notifies Contractor (a “Domestic Content Notification”), then Contractor shall comply with, and shall cause its Subcontractors to comply with, the Domestic Content Requirements with respect to such 1MW System and EVSE Infrastructure located at the Project Site of such 1MW System, as applicable (the “Domestic Content Commitment”), as further provided in Exhibit M solely with respect to the System(s), and, if applicable, EVSE Infrastructure, identified in such Domestic Content Notification that constitute 1MW Systems. In the event of a Domestic Content Notification, Contractor shall use its commercial best efforts to perform the Services with respect to the applicable System and EVSE Infrastructure within the applicable System Contract Price, BESS Contract Price and/or Electrification Infrastructure Contract Price. If, despite such efforts, Contractor determines that the Domestic Content Commitment will result in an increase to a System Contract Price, a BESS Contract Price and/or Electrification Infrastructure Contract Price, the Domestic Content Notification shall be considered a PCE-Directed Change Order pursuant to Section 3.4 hereto, and PCE approval of the increase to such price shall be required prior to Contractor proceeding to comply with the Domestic Content Commitment. For the avoidance of doubt, no Domestic Content Notification shall be effective for any System that is not a 1MW System or EVSE Infrastructure that is not located at the Project Site of a 1MW System unless Contractor agrees in writing.

2.13 Supervision. Contractor shall supervise and direct the Services using its best skill and attention. Contractor shall maintain a full-time supervisor at each Project Site during all times at which Services are being performed by Contractor or any of its Subcontractors. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Services. Contractor shall have complete responsibility for the Services and for the prevention of injuries to persons and damage to the Services. Contractor shall in no way be relieved of responsibility by any right of PCE, the Independent Engineer, or any other person to give permission or directions relating to any part of the Services, by any such permissions or directions given, or by failure to give such permission or directions. Contractor shall remove from each Project Site any employee or agent of Contractor or any Subcontractor who is incompetent, insubordinate, careless or disorderly. Contractor shall cooperate with any separate contractors of PCE on the Project Sites and coordinate its activities with them.

2.14 Laws and Regulations; Standard of Performance. Contractor shall, and shall cause its agents, employees and Subcontractors to, at all times perform the Services and all obligations under this Agreement (a) in a safe and expeditious manner, (b) in compliance with all Applicable Laws, (c) in accordance with Prudent Practices, rules of PCE and Project Site Owners which Contractor receives in

writing and all other requirements of this Agreement, (d) consistent with the requirements applicable to on-site generation, if any, of the Utility; and (e) in compliance with all vendor equipment warranty requirements that have been provided to Contractor or to which Contractor has access (e.g., via manufacturer's website), maintenance instructions and specifications. In no way limiting the generality of the foregoing, Contractor shall be responsible for and shall ensure that the design, engineering, construction and projected operation of the Systems and Electrification Infrastructure shall be in full accord with all Applicable Laws, including, without limitation by their specification, all land use, environmental, and health and safety laws and Utility requirements, including, but not limited to, all interconnection and net metering requirements.

2.15 Employment of Licensed and Qualified Personnel. Contractor shall ensure that all personnel, employees, labor, supervision, and Subcontractors of any tier are properly licensed and qualified to perform the Services that they are engaged to perform. All such Services will be performed with the degree of care, skill and responsibility ordinary and customary among such licensed personnel. In no event shall Contractor be relieved of any responsibility for the performance of such Services, and Contractor shall be held to the same degree of responsibility and liability with respect to such Services as the licensed personnel performing such Services. Contractor shall not knowingly permit employment of Persons not skilled or qualified for the tasks assigned to them.

2.16 Workforce Standards.

(a) Contractor shall comply with all Applicable Law pertaining to employment discrimination, prevailing wage, conflict of interest, gifts, and disqualification of former employees. Contractor shall not discriminate against any employee or applicant for employment on the basis of the fact or perception of that person's race, color, religion, ancestry, national origin, age, sex (including pregnancy, childbirth or related medical conditions), legally protected medical condition, family care status, veteran status, sexual orientation, gender identity, transgender status, domestic partner status, marital status, physical or mental disability, or AIDS/HIV status.

(b) The Services contemplated under this procurement include "public works." For all such work funded by this Agreement, the Contractor is required to comply with state prevailing wage law, Chapter 1 of Part 7 of Division 2 of the Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000, for any "public works" as that term is defined in the statutes, including all applicable flowdown provisions. For purposes of complying with prevailing wage laws, the Contractor must comply with the provisions applicable to an awarding body.

(c) Prevailing Wage and Apprenticeship Requirements. Contractor acknowledges that PCE, its affiliate, or a tax credit investment entity organized to benefit PCE, intends to utilize the maximum amount of investment tax credits or production tax credits available under the Code. In the event that PCE determines that any portion of the Equipment or System to be installed at a Project Site under this Agreement constitutes a 1MW System, which includes by aggregation if applicable, and PCE so notifies Contractor with a Domestic Content Notification, then Contractor agrees to satisfy and comply, and cause all of its Subcontractors to satisfy and comply, with the prevailing wage and registered apprentice requirements set forth in Code Section 45(b), the Regulations, and any applicable guidance (the "PWA Requirements") with respect to completion of the Work of such 1MW System(s) (including any alteration or repair work by Contractor during the five years following the date of Final Completion except with respect to any EVSE). With respect to each 1MW System, Contractor shall comply with, and shall cause its Subcontractors to comply with, the PWA Requirements (as further defined in Exhibit N), as applicable (the "PWA Commitment"), as further provided in Exhibit N.

2.17 Title.

(a) Work, Equipment and Systems. Title to the Work, Equipment and Systems shall pass to PCE on the date PCE provides Contractor with the Substantial Completion Notification, or, provided PCE has delivered written notice to Contractor requesting such title, upon payment made by PCE with respect to the Services in accordance with this Agreement, whichever is earlier. For the avoidance of doubt, title to a BESS shall pass to PCE on the date PCE provides Contractor with the Substantial Completion Notification for such BESS, or, provided PCE has delivered written notice to Contractor requesting such title, upon payment made by PCE with respect to the Services with respect to such BESS in accordance with this Agreement, whichever is earlier. Contractor warrants that legal title to, and ownership of the Services, Equipment and Systems shall be free and clear of any and all Liens when title thereto passes to PCE; *provided*, that Contractor and its Subcontractors maintain all mechanic's lien or other materialman's lien rights in the event Substantial Completion has occurred, but Contractor has not been paid. Contractor shall deliver to PCE such assignments, bills of sale or other documents as reasonably requested by PCE to evidence such transfer of title. The provisions of this (a) shall not apply to Electrification Infrastructure.

(b) Electrification Infrastructure. With respect to Electrification Infrastructure, the provisions of this Section 2.17(b) shall apply, except where the Parties have agreed in writing to other terms respecting title for Electrification Infrastructure at a Project Site. Title to the EVSE and Work associated with such EVSE, if applicable, shall pass to Project Site Owner on the date PCE provides Contractor with the Final Completion Notification with respect to the applicable EVSE. Title to the EVSE Infrastructure and Work and Equipment associated with such EVSE Infrastructure, if applicable, shall pass to PCE on the date PCE provides Contractor with the Final Completion Notification with respect to the applicable EVSE Infrastructure. Title to other components of Electrification Infrastructure and Work and Equipment associated with such Electrification Infrastructure, if applicable, shall pass to Project Site Owner or to PCE, as directed in writing by PCE, on the date specified by PCE in such writing with respect to such other components of the Electrification Infrastructure. Contractor warrants that legal title to, and ownership of the EVSE, and EVSE Infrastructure and all Electrification Infrastructure shall be free and clear of any and all Liens when title thereto passes to Project Site Owner or to PCE, as applicable; *provided*, that Contractor and its Subcontractors maintain all mechanic's lien or other materialman's lien rights in the event Final Completion has occurred, but Contractor has not been paid. Contractor shall deliver to Project Site Owner or to PCE, as applicable, such assignments, bills of sale or other documents as reasonably requested by PCE to evidence such transfer of title, and Contractor shall deliver copies of all such documentation of transfer or title to PCE for its records.

(c) Title to RECs and Incentives; Cooperation. PCE or its assignee shall own, is entitled to the benefit of, and may assign or sell in its sole and absolute discretion, all right, title and interest in all RECs and Incentives associated with or resulting from the development and installation of the Systems and EVSE Infrastructure and the production, sale, purchase or use of the energy output of the Systems. If necessary, Contractor shall cooperate with PCE in obtaining, securing and transferring any and all RECs and Incentives, including, but not limited to, cooperating, as requested by Seller, with respect to any challenges as to Seller obtaining any portion or amount of the Incentives. Contractor shall not make any filing or statements inconsistent with PCE's ownership interests in the RECs and Incentives, nor shall Contractor attempt to sell, assign or transfer such RECs or Incentives. If any RECs or Incentives are delivered directly to Contractor, Contractor shall immediately deliver such items or amounts to PCE. Contractor covenants and warrants that Contractor will cooperate and cause others to cooperate, including Subcontractors, with any requests made by PCE with respect to Code Section 6417, and all applicable guidance (the "Elective Pay Rules"), which includes, but is not limited to, any information needed by PCE or its affiliates (as the case may be) involving any audit, proceeding, litigation, or other tax contest, and

actions or inactions that are needed to cure, remedy, or satisfy any violations of the Elective Pay Rules. Contractor will provide PCE with any information and documentation necessary to establish reasonable cause exists under the Elective Pay Rules.

2.18 Risk of Loss. Notwithstanding anything herein to the contrary, Contractor shall have the full responsibility for care, custody and control of the Equipment, Systems and Electrification Infrastructure and shall bear the risk of loss thereof until the earlier of (i) the date PCE provides Contractor with the Substantial Completion Notification, or, with respect to the Electrification Infrastructure, Final Completion Notification, or (ii) the termination of this Agreement, at which time risk of loss shall transfer to PCE, or, with respect to the EVSE, if applicable, to Project Site Owner. Without limiting the foregoing, Contractor shall provide commercially reasonable security of the Systems, Equipment, Electrification Infrastructure and all of its and its contractors' and agents' tools during the Work, including, but not limited to securing and locking all Equipment and tool areas at each Project Site prior to the date PCE provides Contractor with the Substantial Completion Notification, or, with respect to the Electrification Infrastructure, Final Completion Notification. Subject to Article 4, if any portion of such loss or damage to the Equipment, Systems or Electrification Infrastructure occurs following such date, then Contractor shall replace or repair any such loss or damage at the request and sole cost and expense of PCE (unless such loss or damages were caused by Contractor or its Subcontractors, in which case Contractor shall complete the repair or replacement at its sole expense).

2.19 Damage to Property. Contractor shall be solely responsible for any damage caused to the Project Sites by Contractor or any of its Subcontractors or agents in the course of performing the Services and shall be obligated to reimburse PCE (or, at PCE's direction, Project Site Owner) for all costs and expenses incurred in repairing such damage.

2.20 Hazardous Materials; Safety. Contractor shall not bring any hazardous material onto a Project Site without first obtaining the written permission of Project Site Owners and PCE. Contractor shall not discharge, store, or dispose of any hazardous material, hazardous substances or hazardous wastes on a Project Site. Contractor shall be responsible for all health and safety precautions and measures on the Project Sites, including the number and qualifications of persons on the Project Sites. Contractor shall initiate, maintain and supervise all safety precautions necessary to comply with all applicable provisions of federal, state and local health and safety Applicable Laws and Prudent Practices, including, but not limited to all COVID Pandemic related safety practices, in order to help prevent illness, injury or death to persons or damage to property on, about or adjacent to the Project Sites. Without limiting the generality of the foregoing, Contractor shall comply with the additional safety requirements set forth on Exhibit A, Attachment A-3 and any Project Site-specific safety requirements provided in writing to Contractor by PCE. PCE shall cooperate and comply with all such measures and shall be responsible for ensuring that each Project Site Owner complies with all such measures. Contractor shall continuously inspect all Services and the Project Sites to discover any conditions which might involve such safety risks and shall be solely responsible for discovery, determination and correction of any such conditions. Contractor shall not be responsible for hazardous materials, hazardous substances or hazardous waste that are not brought to a Project Site by Contractor, a Subcontractor or the agents or employees of Contractor or a Subcontractor, provided that to the extent the presence or discharge of hazardous materials, hazardous substances or hazardous waste is known by Contractor, Contractor shall not worsen such condition as a result of the acts or omissions of Contractor. PCE shall provide Contractor with any information it receives from a Project Site Owner regarding hazardous materials, hazardous substances or hazardous waste in the possession, custody, or control of such Project Site Owner. Contractor shall promptly notify PCE if Contractor becomes aware of any hazardous materials, hazardous substances or hazardous waste on or about a Project Site

generally or any deposit, spill or release of any hazardous materials, hazardous substances or hazardous waste.

2.21 Emergencies. In the event of any emergency endangering life or property, Contractor shall take such action as may be reasonable and necessary to prevent, avoid or mitigate damage, injury or loss and shall report as soon as possible any such incidents, including Contractor's response thereto, via a telephone call to PCE and to the applicable Project Site Owner as soon as possible but, at a minimum, within twenty-four (24) hours of the incident and written notice to PCE promptly thereafter.

2.22 Project Site Disruptions. In exercising its access to each Project Site for the purpose of performing the Services, Contractor shall provide the applicable Project Site Owner with no less than thirty (30) Business Days of advance notice and shall reasonably attempt to minimize any disruption to activities occurring on the Project Sites, including, but not limited to, minimizing any disruption in electric service to the PCE. Each Project Site Owner shall have the right to have a representative present at all times during which Contractor is exercising its access to the applicable Project Sites. Notwithstanding the foregoing, Contractor shall comply with any access requirements of the Project Site Owner, including, but not limited to the requirement that Contractor provide the City of San Bruno with no less than ninety (90) Business Days of advance notice of any scheduled maintenance or repairs of the San Bruno Aquatic Center System located at 251 City Park Way, San Bruno, CA, 94066.

2.23 Clean-Up. Contractor shall, at the end of each day during which it performs Services at a Project Site, keep such Project Site free from waste materials or rubbish caused by its operations. Prior to Final Completion with respect to a System, BESS, or Electrification Infrastructure, Contractor shall remove promptly all of its tools, construction/installation equipment, machinery, surplus materials, waste material and Service-related rubbish from and around the applicable Project Site.

2.24 Liens.

(a) Prohibition Against Liens on Project Sites. Contractor shall under no circumstances assert or permit any of its Subcontractors or agents to assert, a Lien on the property of the Project Site Owners. Contractor shall promptly notify PCE of any Lien or other charges which, if unpaid, might be or become a Lien on any of the Project Sites. Contractor shall promptly pay or discharge (and properly record any discharge), any Lien or other charges which, if unpaid, might be or become a Lien on the Project Sites. Contractor shall indemnify, defend, hold harmless and protect PCE, Project Site Owners and each of their assigns from and against any and all Liens on the Project Sites.

(b) Equipment Liens. Contractor shall promptly pay or discharge (and properly record any discharge), any Lien or other charges which, if unpaid, might be or become a Lien on the Systems, Electrification Infrastructure or and Equipment, excluding liens caused by PCE's breach of its payment obligations to Contractor pursuant to the terms and conditions of Article 5. Contractor shall indemnify, defend, hold harmless and protect PCE and its assigns from and against any and all improper Liens on the Equipment, Electrification Infrastructure and Systems pursuant to Article 10. Promptly upon receiving notice that an improper Lien has been filed, Contractor shall notify PCE in writing of the imposition of a Lien and shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a lien bond. Contractor may seek to contest the amount of validity of any such Lien, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, establishes for the benefit of the PCE and its assigns a deposit, letter of credit or other security acceptable to PCE and

the applicable Project Site Owner to indemnify the other of them against any loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(c) Failure to Discharge Improper Liens. Upon the failure of Contractor to promptly pay or discharge a Lien or provide Lien security within ten (10) Business Days of its receipt of notice that the Equipment or any Project Site has been improperly liened, PCE may pay or discharge such Lien and immediately invoice Contractor for such amounts, set off such amounts against subsequent amounts due and owing to Contractor or PCE may seek recovery of the costs to discharge such Lien from Contractor's surety pursuant to Article 12. PCE may seek recovery of the costs to discharge such Lien from the Contractor or such surety without having exhausted remedies against the other. If PCE invoices Contractor for PCE's discharge of an improper Lien, Contractor shall promptly, but in no event more than five (5) Business Days from receipt of the invoice, reimburse PCE.

(d) Waivers and Releases of Liens. Upon PCE's request, Contractor shall tender waivers and releases of Liens relating to the Services from itself and its Subcontractors in a form acceptable to PCE and complying with Applicable Law. To the extent Contractor has not received payment for Services covered by the waiver and release, the effectiveness of such waiver and release shall be conditioned upon receipt of payment for such Services.

2.25 Books & Records. With respect to each System and the Electrification Infrastructure, Contractor shall retain, and shall require all Subcontractors to retain, for a period of two (2) years from (a) the Final Completion Date, all records relating to its performance of the Work on such System and Electrification Infrastructure, (b) the end of the applicable warranty period, all records relating to performance of Contractor's warranty obligations herein with respect to such System and Electrification Infrastructure and (c) the performance of Operations and Maintenance Services, all records relating to the completion of the Operations and Maintenance Services for such System.

2.26 System Deliverables. For each System and the Electrification Infrastructure, Contractor shall provide PCE with copies of all building permits and other written Governmental Authorizations, written evidence of Utility Approvals, Test Reports, any printed operations manuals that came with the Equipment, the System Operations Manual and System Documentation (the "System Deliverables") with the Substantial Completion Certificate pursuant to Section 5.2(d)(ii). All Project Packages, Basis of Designs, Final Plans, and System Deliverables shall be the sole property of PCE.

2.27 Access to Project Sites. PCE or its designee shall arrange for Contractor to have access to the Project Sites sufficient to enable Contractor's performance of the Services pursuant to the deadlines set forth on the Milestone Schedule and other timing requirements of this Agreement. Contractor shall allow PCE and Project Site Owner at all times complete and unobstructed access to the Project Sites and the Services performed by Contractor hereunder provided that PCE shall (1) not unreasonably impede or unreasonably disrupt Contractor's performance of the Services; and (2) comply with the security and safety procedures set forth in Section 2.20. For the avoidance of doubt, all Equipment, Systems, Electrification Infrastructure, materials and Services shall be subject to inspection and testing by PCE or its designated representative during normal business hours.

ARTICLE 3– CHANGE ORDERS

3.1 Changes. Either Party may propose, and, pursuant to Section 3.4, PCE may require, changes in the Services or Equipment necessitated as a result of unforeseen circumstances (each a

“Change”). Except as provided in Section 3.4, no Change shall be made unless expressly agreed to in writing by PCE and Contractor pursuant to the terms and conditions of this Article.

3.2 Change Orders. A change order (“Change Order”) is a written document in the form of Exhibit C signed by PCE to Contractor and, unless issued by PCE pursuant to Section 3.4, signed by Contractor, which memorializes the Parties’ agreement regarding: (1) the Change; (2) the amount, if any, of adjustment to the Contract Price, a System Contract Price, a BESS Contract Price or an Electrification Infrastructure Contract Price; and (3) the extent, if any, of an adjustment to the deadlines set forth on the Milestone Schedule.

3.3 Emergencies. Notwithstanding Section 3.1, if a Change is required due to an emergency creating an imminent threat of serious injury or death to person(s) or significant damage to property, Contractor shall be obligated and authorized to proceed in the absence of an approved Change Order.

3.4 PCE-Directed Change Orders. PCE may direct Contractor to perform Changes which affect, among other things, the Contract Price, the composition of Systems and Electrification Infrastructure within the Portfolio, including the addition or deletion of one or more Systems, BESS or Electrification Infrastructure from the Portfolio, a System Contract Price, the deadlines set forth on the Milestone Schedule, a BESS design, Usable kWh, a BESS Contract Price, an Electrification Infrastructure Contract Price (a “PCE-Directed Change Order”). In such an event, Contractor or PCE, as applicable, may be entitled to an equitable adjustment in the Contract Price or the deadlines set forth on the Milestone Schedule if reasonably warranted. Any such direction must be in a written Change Order.

3.5 Draft Change Orders. In the event either Party proposes a Change, or if PCE directs a change pursuant to Section 3.4, Contractor shall prepare a draft Change Order in writing describing the proposed Change, the cause of such Change, an estimate of any increase or decrease in the Contract Price, any System Contract Price, BESS Contract Price or Electrification Infrastructure Contract Price resulting from the proposed Change and the basis for such estimate, including, but not limited to, vendor pricing for the cost of Equipment added or deleted by such Change, and estimated quantities of Equipment and labor added or deleted by such Change. Proposed Changes in costs shall be computed based on Contractor’s cost of materials and labor, plus fifteen percent (15%) for administrative overhead; provided that no additional markup shall be included. The draft Change Order shall be accompanied by all detailed supporting documentation from Contractor and any applicable supplier, Subcontractor, or vendor. The draft Change Order shall provide the impacts of such Change on the deadlines set forth in the Milestone Schedule. Contractor may not request a Change if such Change is based on an occurrence or event which occurred more than thirty (30) calendar days prior to date of Contractor’s written request for a Change, *provided*, that if the cost increase or decrease resulting from an individual Change on a System Contract Price, BESS Contract Price or Electrification Infrastructure Contract Price is less than \$50,000 (a “Minor Change”) and the Parties have agreed to such Minor Change in writing (including, for the avoidance of doubt, via electronic mail), then (a) the Parties shall formally track such Minor Changes and resulting cost impacts in a shared spreadsheet available to both Parties and (b) Contractor shall deliver to PCE a single Change Order containing all such Minor Changes within five (5) days of the beginning of each calendar quarter (January 1, April 1, July 1 and October 1). For all Changes which do not constitute Minor Changes (“Major Changes”), such Change shall not be considered approved until Contractor has submitted a Change Order to PCE and PCE has executed such Change Order.

3.6 Changes Which PCE Shall Approve. Notwithstanding Exhibit A, Contractor shall have the right, with the approval of PCE, to change required materials and Equipment and substitute for them other

materials and Equipment of equal or better quality capable of satisfying the terms and conditions of this Agreement. When documented as provided in Section 3.5, PCE shall approve such Changes, if:

(a) the Equipment or materials as described in the Scope of Work set forth in Exhibit A and as agreed upon by PCE in writing are or become unavailable, despite the exercise of due diligence using Prudent Practices by Contractor, prior to the completion of the Work;

(b) the Equipment's or materials' manufacturer or supplier requires the Change and/or substitution of the Equipment or materials originally proposed; or

(c) necessitated by a change in Applicable Law; and

(d) with respect to EVSE or other Electrification Equipment to be owned by Project Site Owner, such Project Site Owner approves such change in materials or Equipment.

For all such Changes described in this Section 3.6, Contractor shall use the Change Order process described in this Article 3.

3.7 Grounds for Dispute. PCE shall have the right to accept or reject any portion of Contractor's draft Change Order within fifteen (15) Business Days after receipt of such draft Change Order. If Contractor and PCE cannot agree upon a Change, including but not limited to an equitable adjustment for a Change or change to the deadlines set forth in the Milestone Schedule, materials, Equipment or Services, the provisions of Article 13 shall be invoked to resolve the dispute. Contractor shall continue to provide other portions of the Services not affected or impacted by such proposed Change until such time as the dispute relating to the proposed Change is resolved.

3.8 Right to Audit. In the event there is an equitable adjustment to the Contract Price based on time and materials as a result of a Change Order, PCE shall have the right to audit Contractor's evidence of material and Equipment costs, labor hours, labor rates and other commercially reasonable information to the extent reasonably necessary to verify such equitable adjustment.

3.9 Effect of Approved Change Order. Payment for adjustments to the Contract Price, a System Contract Price, a BESS Contract Price or an Electrification Infrastructure Contract Price resulting from an approved Change Order is due as provided in the relevant Change Order. Upon execution of a Change Order by the Parties, such Change Order and any additional Services and Equipment authorized by said Change Order shall be made part of this Agreement.

ARTICLE 4– CONTRACTOR'S WARRANTIES

4.1 Contractor's Warranties.

(a) Contractor covenants and warrants that: (1) all Equipment is and will be new, of good quality and warranted by their manufacturers to be free from defects in design, materials and workmanship and will be designed, engineered, procured, installed, constructed, tested, interconnected and energized in a good and workmanlike manner and using skill, care and diligence consistent with all manufacturer's requirements and specifications, design specifications and Prudent Practices; (2) the Services, Systems and Electrification Infrastructure shall be free from defects in design, materials and workmanship; (3) all Services shall comply with all Applicable Laws, Governmental Authorizations, Utility Approvals, permits, standards and Prudent Practices; and (4) the Systems shall be fit for use by the Project

Site Owners as commercial photovoltaic solar electric generation, and, as applicable, BESS and/or Electrification Infrastructure, and that the Services as set forth in this Agreement will be provided and/or performed, and the Systems and Electrification Infrastructure will be designed, engineered, procured, installed, constructed, tested, interconnected and energized to be capable of operation, so as to meet or exceed the requirements and performance guarantees of this Agreement. For the avoidance of doubt, Contractor's warranty obligations in this section and throughout the Agreement apply to the Prior Work. The workmanship warranty described in this Section 4.1 shall survive the termination of this Agreement for a period of (i) four (4) years following the Substantial Completion Date for each Project Site individually with regard to the Work and (ii) twenty (20) years following the Final Completion Date for each Project Site individually with regard to the Operations and Maintenance Services.

(b) Contractor warrants that Contractor shall repair any defective parts, Services or Prior Work subject to the warranties set forth in this Article 4 at Contractor's own expense, and shall be responsible for all Claims that result from such breach of warranty. Contractor shall not charge PCE for parts and labor costs associated with these warranties, however any expenses for the remedy of defects for malfunctions of part(s) or System(s) other than those covered by Contractor's warranty or the Operations and Maintenance Services shall be paid for by PCE. Claims under this warranty must be filed in writing within ninety (90) calendar days of the termination of the warranty period. Upon receipt of such notice, Contractor shall repair or replace the malfunctioning or nonconforming warranted Services within ten (10) Business Days, subject (as applicable) to replacement part availability. Contractor's failure to remedy a breach of these warranties within thirty (30) Business Days after receipt of notice thereof (replacement parts(s) availability notwithstanding) shall be deemed a material breach of this Agreement. In addition to the rights and remedies provided PCE under this Agreement and under statutory and common law, PCE, at its option and after notice to Contractor, shall have the right to perform the necessary work to remedy such defective parts or Services, and the cost thereof shall be paid by Contractor.

4.2 Limited Roofing Warranty. Contractor provides a limited warranty for all defects in, leaks, or damage caused by the Services and the Prior Work, including, but not limited to, all new roofing penetrations made by Contractor or the GovPV1 Contractor. Contractor will not warrant any roofing related issues outside of the scope of the Services performed by Contractor or the GovPV1 Contractor, roof penetrations prior to the performance of the Services by Contractor or the GovPV1 Contractor, or existing roof conditions at the time of the performance of the Services not caused by Contractor or the GovPV1 Contractor. If Contractor has breached the warranty contained in this Section 4.2, Contractor shall remedy such breach in accordance with this Article 4, including repair of the applicable Project Site at Contractor's expense. Contractor shall ensure that its performance of the Services conforms to any requirements of the Project Site Owner's roof warranty, including, but not limited to, coordinating inspections by the applicable roof warrantor, and shall obtain documentation from such roof warrantor that the roof warranty of the Project Site Owner's roof has been maintained.

4.3 Equipment Warranties. In performing the Services, Contractor warrants that it will install all Equipment in such a manner as to not void or otherwise negate any manufacturers' warranty on such Equipment. Contractor shall, on behalf of PCE, register the Equipment installed by Contractor (or the GovPV1 Contractor, if such Equipment was not already registered) with the applicable manufacturer for warranty purposes and deliver to PCE the warranty documentation. All equipment warranties shall be for the sole benefit of PCE, its assigns, or, if so directed by PCE to Contractor in writing, of Project Site Owner. If PCE, or, if applicable, Project Site Owner, has a valid claim against an original equipment manufacturer of any of the Equipment ("OEM") pursuant to the OEM's warranties, Contractor shall (1) make such claim on PCE's or, if applicable, Project Site Owner's behalf and (2) perform the remedial work at no cost to PCE or Project Site Owner so long as (i) PCE, or, if applicable, Project Site Owner, allows Contractor to retain

any funds paid by the OEM pursuant to such claim and (ii) the OEM (or its successor) is a viable entity and complies with its warranty obligations that Contractor files on PCE's or, if applicable, Project Site Owner's behalf; including payment of labor and equipment costs to Contractor.

4.4 Exceptions/Exclusions from Warranty. Repair of the following items is specifically excluded from Contractor's warranty: any materials that were furnished, constructed, installed, modified, altered, repaired, or attempted to be repaired by anyone other than Contractor or any person acting at Contractor's direction or under Contractor's control other than the GovPV1 Contractor; impacts to the power production of a System caused by shading of the System; PCE or Project Site Owner nonadherence to OEM maintenance requirements or soiling of the Equipment not caused by Contractor; damages resulting from Project Site abuse by PCE, Project Site Owner or any of their employees, agents, invitees, tenants or their invitees; damages due to theft, vandalism, animals, extreme weather, floods, fire or natural disasters, electrical grid malfunctions or acts of God; damages resulting from defective roof installation; normal wear and tear under normal usage; and damages or malfunctioning of monitoring equipment resulting from Project Site Owner's Internet connection.

ARTICLE 5– CONTRACT PRICE AND PAYMENT TERMS

5.1 Contract Price. As full and total consideration to Contractor for performance of the Work for a System, other than the BESS component of the System, PCE shall pay Contractor the applicable System Contract Price according to the terms and conditions of this Article 5 and other terms and conditions of this Agreement. As full and total consideration to Contractor for performance of the Work for a BESS, PCE shall pay Contractor the applicable BESS Contract Price according to the terms and conditions of this Article 5 and other terms and conditions of this Agreement. For the avoidance of doubt, a BESS Contract Price shall not be owed to Contractor or applicable to this Agreement unless PCE has issued a BESS Final Notice to Proceed for such BESS, and in accordance with the other terms and conditions of this Agreement. As full and total consideration to Contractor for performance of the Work for Electrification Infrastructure at a Project Site, PCE shall pay Contractor the applicable Electrification Infrastructure Contract Price according to the terms and conditions of this Article 5 and other terms and conditions of this Agreement. For the avoidance of doubt, an Electrification Infrastructure Contract Price shall not be owed to Contractor or applicable to this Agreement unless PCE has issued an Electrification Infrastructure Final Notice to Proceed for such Electrification Infrastructure, and in accordance with the other terms and conditions of this Agreement. For the PV components of each System, PCE shall pay to Contractor the percentage as set forth on Exhibit D of the applicable System Contract Price listed on Schedule 2 in accordance with the provisions of this Article 5 and Exhibit D (each such payment, a "Milestone Payment"). For each BESS, PCE shall pay to Contractor the percentage as set forth on Exhibit D-5 of the applicable BESS Contract Price set forth in the BESS Basis of Design in accordance with the provisions of this Article 5 and Exhibit D-5. For Electrification Infrastructure, PCE shall pay to Contractor the percentage as set forth on Exhibit D-6 of the applicable Electrification Infrastructure Contract Price set forth in the Electrification Infrastructure Basis of Design in accordance with the provisions of this Article 5 and Exhibit D-6. The Parties shall manage the total sum of the individual System Contract Prices, BESS Contract Prices and Electrification Infrastructure Contract Prices such that, in no event, shall the Contract Price, as defined, exceed \$35 million dollars (\$35,000,000) (the "Not-to-Exceed Amount").

5.2 Milestones and Milestone Payment Schedule.

(a) Payment Requests. Once Contractor has achieved a Milestone with respect to the PV components or, if applicable, the BESS components, of a System, or with respect to Electrification Infrastructure, if applicable, it shall submit to PCE a request in substantially the form attached as Exhibit E

("Payment Request"). Contractor's Payment Request shall certify and include commercially reasonable documentation, to PCE's reasonable satisfaction, of the completion of the applicable Milestone outlined in Exhibit D for such component of a System or for the Electrification Infrastructure as of the end of the period covered by the Payment Request. PCE shall review each Payment Request and, subject to Sections 5.2(f) and (h), countersign each Payment Request by duly authorized personnel of PCE indicating PCE's approval of the Payment Request, and the amount due pursuant to such Payment Request shall be paid by PCE net thirty (30) Business Days from the delivery of PCE's countersignature to the Payment Request.

(b) Milestone Payments. A Milestone Payment amount shall equal an amount no greater than the percentage of the System Contract Price, the BESS Contract Price or the Electrification Infrastructure Contract Price, as applicable, corresponding to the applicable milestone achieved as indicated in the column headed "Percent of System Contract Price," "Percent of BESS Contract Price," or "Percent of Electrification Infrastructure Contract Price," as applicable, on Exhibit D (the "Milestone Percentage").

(c) Lien Waivers. Each Payment Request will also be accompanied by all applicable conditional and unconditional executed Lien waivers and releases from the Contractor and each applicable Subcontractor, vendor and supplier that furnished labor, equipment (including the Equipment), materials or services with respect to the applicable System or Electrification Infrastructure during the period covered by such Payment Request. Contractor's conditional waiver and release shall substantially conform to the form of those included in Exhibit H (Form of Conditional Lien Waiver (Contractor)) and Exhibit I (Form of Conditional Lien Waiver (Subcontractor)). Upon each payment by PCE, Contractor shall execute, and cause all such vendors and suppliers, and Subcontractors to execute an unconditional waiver and release of Lien acknowledging receipt of all payments due through the period covered by the previous Payment Request. Contractor's and Subcontractor's vendors' and suppliers' unconditional waivers and releases shall substantially conform to the form of those included as Exhibit J (Form of Unconditional Lien Waiver (Contractor)) and Exhibit K (Form of Unconditional Lien Waiver (Subcontractor)). Contractor shall deliver the executed unconditional Lien releases to PCE within ten (10) calendar days of its next succeeding Payment Request, including the final Payment Request to ensure an effective waiver of mechanics' or materialmen's Liens in compliance with the laws of the State of California. PCE's obligation to make payments is expressly conditioned upon the receipt of all such Lien waivers.

(d) Substantial Completion.

(i) Substantial Completion of the Work. With respect to either the PV components or, if applicable, the BESS components, of each System, "Substantial Completion" shall mean:

(A) Contractor has completed the engineering, procurement, and construction Work pursuant to the terms and conditions of this Agreement with respect to such System;

(B) The System is in all respects capable of commercial operation as designed;

(C) All remaining electrical systems have been checked and are ready for operation and the System has passed the System Installation Checklists and Acceptance Tests;

(D) Testing pursuant to Section 2.7 has been conducted and the System has passed such tests;

(E) Contractor has verified that the System may be initially operated without damage to the Project Site or any other property and without injury to any person;

(F) Contractor has certified that Contractor has obtained all Governmental Authorizations necessary for the installation and operation of the System on or prior to the date on which each such Governmental Authorization is or was required. Copies of the documentation of any such Governmental Authorizations shall be attached to the Substantial Completion Certificate;

(G) Final Building Permit Approval has been obtained;

(H) Contractor has provided PCE with all documentation required under Section 2.26;

(I) Contractor has provided Project Site Owner personnel a basic training covering safety, key equipment, disconnects, preventative maintenance recommendations, and other information as needed to provide such personnel an appropriate familiarity with the applicable System;

(J) All of Contractor's materials and waste have been removed from the Project Site and properly disposed of in accordance with Section 2.23;

(K) Contractor has delivered unconditional lien waivers with respect to any Work that could result in a Lien on the System or the Project Site pursuant to Section 5.2(c); and

(L) The System has been installed in conformance with the terms and conditions of this Agreement.

(ii) Substantial Completion Certificate. When Contractor believes it has achieved Substantial Completion for either the PV components or, if applicable, the BESS components, of a System, it shall deliver to PCE an executed Substantial Completion Certificate in the form attached hereto as Exhibit F, certifying the achievement of each of the criteria set forth in Section (d)(i) for such component of such System and each other representation and warranty set forth in the Substantial Completion Certificate. PCE shall notify Contractor within fifteen (15) Business Days in writing whether it concurs that the conditions to Substantial Completion have been satisfied or which conditions it believes Contractor has failed to satisfy, in which event Contractor shall perform such additional Work to achieve Substantial Completion. Thereafter, Contractor shall have the right to issue another notice of Substantial Completion. The foregoing procedures shall be repeated, if necessary, until PCE has determined that Contractor has achieved Substantial Completion and has provided written notice of such determination to Contractor ("Substantial Completion Notification").

(e) Final Completion.

(i) Final Completion of the Work. "Final Completion" with respect to either the PV components or, if applicable, the BESS components, of a System shall mean and will be deemed to have occurred when:

(A) Substantial Completion has occurred and the conditions for Substantial Completion continue to be satisfied;

(B) Contractor has certified that Contractor has obtained all Governmental Authorizations and Utility Approvals necessary for the installation and operation of the System on or prior to the date on which each such Governmental Authorization or Utility Approval is or was required. Copies of the documentation of any such Governmental Authorizations and Utility Approvals shall be attached to the Substantial Completion Certificate; and

(C) All requirements imposed by the Utility for testing and interconnection of the System have been satisfied, including having been connected to the Utility's distribution system and such connection has been approved by the Utility through the granting of "permission to operate."

(ii) Final Completion Certificate. When Contractor believes it has achieved Final Completion for either the PV components or, if applicable, the BESS components, of a System, it shall deliver to PCE an executed Final Completion Certificate in the form attached hereto as Exhibit G-1, certifying the achievement of each of the criteria of Final Completion set forth in Section 5.2(e)(i) with respect to such components of such System and each other representation and warranty set forth in the Final Completion Certificate. PCE shall notify Contractor within fifteen (15) Business Days in writing whether it concurs that the conditions to Final Completion have been satisfied or which conditions it believes Contractor has failed to satisfy, in which event Contractor shall perform such additional Work to achieve Final Completion. Thereafter, Contractor shall have the right to issue another notice of Final Completion. The foregoing procedures shall be repeated, if necessary, until PCE has determined that Contractor has achieved Final Completion and has provided written notice of such determination to Contractor ("Final Completion Notification") which such notification shall include the date on which PCE deems Final Completion to have occurred (the "Final Completion Date"). The full remaining balance of the System Contract Price for such System shall be due net thirty (30) Business Days from the date of the Final Completion Notification for the PV components of such System. The full remaining balance of the BESS Contract Price for such System shall be due net thirty (30) Business Days from the date of the Final Completion Notification for the BESS components of such System.

(f) Disputed Invoices/Late Payments. If PCE disputes any Payment Request, or part thereof, or fails to countersign a Payment Request within thirty (30) Business Days, PCE shall provide to Contractor a written explanation of the basis for the dispute and the dispute resolution procedures set forth in Article 13 shall be initiated. If any amount disputed by PCE is finally determined to be due to Contractor, either by agreement between the Parties or as a result of dispute resolution pursuant to Article 13, PCE shall be liable for such amount plus interest as designated in Section 5.2(g) to Contractor.

(g) Interest. All amounts not paid when due shall bear interest from the due date at the rate of five percent (5%) per annum (or such other percentage, if lower, as shall not exceed the maximum rate permitted by law) (the "Interest Rate").

(h) Setoff Rights. In the event of Claims that PCE reasonably and in good faith believes are subject to indemnification by Contractor pursuant to Section 10.1 of this Agreement, PCE may withhold from a Milestone Payment owed to Contractor the amount of such Claim that PCE believes in good faith to be subject to indemnification by Contractor ("Setoff Amount"), provided that Contractor is paid interest of one percent (1%) per month on any Setoff Amount eventually remitted back to Contractor. PCE shall promptly notify Contractor of its determination to withhold any Setoff Amounts from a Milestone Payment and, in such event, such payment will be reduced by the Setoff Amount. In the alternative and at PCE's sole discretion, PCE may seek recovery of the amount of such Claims from Contractor's surety

pursuant to Article 12. PCE may seek recovery of the amount of such Claims from the Contractor or such surety without having exhausted remedies against the other.

5.3 Taxes. The Contract Price and each System Contract Price, BESS Contract Price and Electrification Infrastructure Contract Price includes all taxes (including sales, use, excise, ad valorem, service, business, occupation or similar taxes), assessments, duties, tariffs, levies, charges and rates (“Taxes”) that are imposed by any Governmental Authority on or with respect to the Work and Contractor, including all income tax imposed on or with respect to the Contractor or Subcontractor, employee benefit taxes (whether imposed on Contractor or Subcontractor), fees for Governmental Authorizations and Utility Approvals for which Contractor is responsible under this Agreement, taxes imposed upon the Work or wages of Contractor’s employees, agents and representatives. Any Taxes will be remitted to the appropriate Governmental Authority by Contractor; if PCE pays any such Taxes or fees set forth above on account of Contractor, PCE may at its sole option invoice Contractor for such amounts, set off such amounts against amounts due and owing to Contractor or PCE may seek recovery of such Taxes or fees from Contractor’s surety pursuant to Article 12. PCE may seek recovery of such Taxes or fees from the Contractor or such surety without having exhausted remedies against the other.

ARTICLE 6— RELATIONSHIP BETWEEN THE PARTIES

6.1 Status of Contractor. Contractor shall perform and execute the provisions of this Agreement as an independent contractor to PCE and shall not be an agent, employee, joint venturer, franchisee or Contractor of PCE or any Project Site Owner. For the avoidance of doubt, Contractor shall not hold itself out or act on behalf of any Project Site Owner as its agent unless expressly authorized in writing to do so by such Project Site Owner. Contractor shall be solely responsible for the employment, control and conduct of all persons in its employ, and Contractor shall make all withholdings and payments of all payroll taxes and similar obligations, including income taxes, social security taxes, unemployment taxes and worker’s compensation taxes, for each of its employees and salespersons.

6.2 Subcontracts and Subcontractors.

(a) Subject to the limitations set forth herein, Contractor may subcontract all or a portion of the Services to one or more Subcontractors selected by Contractor; provided that, (i) Contractor has provided PCE with written notice that it intends to use a Subcontractor and of the name and contractor license number of such Subcontractor, (ii) PCE has approved of the use of such Subcontractor in writing, and (iii) all such Subcontractors comply with all terms and conditions of this Agreement and shall make the representations and warranties set forth in Article 7 to Contractor.

(b) No contractual relationship shall exist between PCE and any Subcontractor with respect to the Services performed by such Subcontractor. No Subcontractor is intended to be or shall be deemed a third-party beneficiary of this Agreement. No Subcontractor shall bind or purport to bind PCE or excuse Contractor from its performance hereunder or thereunder.

(c) Contractor shall be fully responsible and liable for the works, services, and materials furnished by and the acts, defaults and neglects of any Subcontractor, its agents or employees as fully as if they were Contractor’s own or those of Contractor’s agents or employees. For avoidance of doubt, a breach by a Subcontractor of any provision of this Agreement shall be considered a breach by Contractor, and PCE may obtain complete relief from Contractor arising out of any breach of this Agreement as a result of such breach without the need to pursue the Subcontractor directly.

(d) Contractor shall only subcontract with Subcontractors that are suitably qualified, experienced and duly licensed to perform the Services as required by Applicable Law and that have posted license bonds as required by Applicable Law.

(e) Contractor shall ensure that any and all warranties or guarantees related to services provided by any Subcontractor are fully assignable and transferrable to PCE.

(f) Contractor shall be responsible for all payments to and claims by Subcontractors relating to this Agreement and the Services performed and Equipment provided hereunder. Contractor shall pay all Subcontractors in accordance with all prompt payment laws.

(g) Contractor shall ensure that each Subcontractor providing any Services under this Agreement shall have executed a formal written agreement prior to providing any such Services containing terms and provisions at least as favorable to PCE as those contained in this Agreement (and Contractor shall provide copies of such agreements to PCE upon request).

(h) Contractor shall cause all Subcontractors to carry and maintain, and to cause any sub-tier subcontractors to carry and maintain, insurance coverage as required of Contractor under this Agreement. PCE, the Project Site Owners and any other person that PCE may request from time to time shall be named as additional insureds on the Subcontractor's or sub-tier subcontractor's liability policies. Contractor shall provide certificates evidencing such coverage to PCE promptly following PCE's request.

(i) Contractor shall require Subcontractors to tender waivers and releases of Liens on the same terms as set forth in Section 2.24 and Section 5.2(c).

(j) Contractor shall not assign a subcontract or its interest therein without obtaining PCE's prior written consent.

(k) PCE shall have the right to revoke its prior approval of a Subcontractor and direct Contractor to replace the Subcontractor if the Subcontractor's performance is materially deficient, good faith doubts exist about the Subcontractor's ability to render future performance because of changes in the Subcontractor's ownership, management, financial condition or otherwise or there have been misrepresentations concerning the Subcontractor.

ARTICLE 7– REPRESENTATIONS AND WARRANTIES

7.1 Mutual Representations and Warranties. Each of the Parties hereby represents and warrants as follows:

(a) Organization. It is duly organized, validly existing and in good standing under the Applicable Law of the jurisdiction of its organization.

(b) Power and Authority. It has the power to make and carry out this Agreement and to perform its obligations hereunder and all such actions have been duly authorized by all necessary proceedings on its part.

(c) No Conflict. The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of its organizational documents or any Applicable Law or any covenant, agreement,

understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.

(d) Validity and Binding Effect. This Agreement has been duly and validly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally or by general principles of equity.

(e) No Bankruptcy. No Event of Bankruptcy has occurred with respect to such Party or any affiliate thereof.

7.2 Additional Contractor Representation and Warranties. Contractor hereby represents, warrants and covenants that, as of the Amended Agreement Effective Date and at all times during the performance of Services under this Agreement:

(a) Qualification. Contractor and each of Contractor's Subcontractors is and will be authorized to do business in the jurisdictions in which it will perform the Services, is and will be in good standing in the State of California and has and will have the lawful power to engage in the business it presently conducts and contemplates conducting.

(b) Licenses. Contractor and each of Contractor's Subcontractors is and will be duly licensed to perform the Services as required by Applicable Law.

(c) Bonding. Contractor and each of Contractor's Subcontractors has and will have posted license bonds as required by Applicable Law.

(d) Insurance. Contractor and each of Contractor's Subcontractors has and will maintain all insurance required under this Agreement, in accordance with Article 9.

(e) Knowledge and Experience. Contractor and each of Contractor's employees and Subcontractors has and will have all the required authority, ability, skill, experience and capacity necessary to perform the Services and diligently do so in a timely and professional manner, utilizing sound project management procedures, construction procedures and supervisory procedures, all in accordance with this Agreement, Applicable Law, Governmental Authorizations, Utility Approvals and Prudent Practices. Contractor has the experience and skills necessary to determine, and Contractor has reasonably determined, that Contractor can perform the Services for the Contract Price.

(f) Project Site Conditions. Contractor has inspected the Project Sites and satisfied itself as to the conditions and circumstances affecting the Services that could be reasonably ascertained as of the Amended Agreement Effective Date by reviewing reasonably available documentation, including technical information and requirements, the Project Packages and local conditions and circumstances.

(g) No Litigation. There is no action, suit, proceeding, or investigation pending or, to Contractor's knowledge, currently threatened against Contractor for construction contracts, engineering, procurement and construction contracts, operations and maintenance contracts, design agreements, other forms of contracts for any of the types of Services provided hereunder, subcontracts (subcontractors), collective bargaining agreements or surety guarantees.

ARTICLE 8– FORCE MAJEURE

8.1 Force Majeure. Each Party shall be excused from performance and shall not be considered to be in default with respect to any obligation hereunder, except for a Party's obligation to pay money in a timely manner for liabilities incurred hereunder by such Party, if and to the extent that its failure of, or delay in, performance is due to a Force Majeure Event; provided that:

(a) such Party gives the other Party written notice describing the particulars of the Force Majeure Event as soon as is reasonably practicable (but in no event later than fifteen (15) days);

(b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(c) no obligations of the Party that arose before the occurrence of the Force Majeure Event shall be excused as a result of the occurrence of the Force Majeure Event unless the performance of such obligations is impaired by the Force Majeure Event;

(d) the Party uses commercially reasonable efforts to overcome or mitigate the effects of the Force Majeure Event; and

(e) when the Party is able to resume performance of its obligations under this Agreement, such Party shall give the other Party written notice to that effect and shall promptly resume performance hereunder.

If a Force Majeure Event notified by either Party continues for a consecutive period of three hundred sixty-five (365) days or more, then either Party may terminate this Agreement without either Party having further liability under this Agreement except liabilities accrued prior to termination, and subject to Contractor's obligations set forth in Section 15.1.

As of the Amended Agreement Effective Date, to the best knowledge of each Party, such Party can perform its obligations under the Agreement in accordance with its terms, notwithstanding the worldwide COVID-19 pandemic ("COVID Pandemic") that has occurred and is continuing as of the Amended Agreement Effective Date.

ARTICLE 9– INSURANCE

9.1 Contractor's Coverage. Contractor shall purchase and maintain, and shall require that each Subcontractor purchases and maintains, in full force and effect insurance policies as will protect it from all Claims which may arise out of or result from such person's or its employees' and agents' Services whether such Service be provided by itself or by any contractor, subcontractor or agent or by anyone directly or indirectly hired by any of them, or by anyone for whose acts any of them may be liable. At a minimum, such insurance shall be of the types and in the amounts set forth on Schedule 4 hereto and Contractor shall comply, and cause any Subcontractor to comply, with all terms and conditions of Schedule 4 hereto. The insurance coverage and limits required by this Agreement and obtained or maintained by Contractor and any Subcontractor shall not limit the liabilities or obligations assumed by Contractor in any way.

ARTICLE 10– INDEMNIFICATION

10.1 Indemnification by Contractor. Contractor will hold harmless, indemnify and defend PCE and each Project Site Owner and each of their affiliates, officers, members, partners, directors, agents, employees and assigns (each, a “PCE Indemnitee”) from and against any and all Claims and Liens, whether arising at law or in equity, to the extent due or arising from (a) the fraud, negligence or willful misconduct of, or violation of Applicable Laws, Governmental Authorizations or Utility Approvals or breach of this Agreement, in each case by Contractor, (b) the failure of any Equipment, System and or Electrification Infrastructure to perform in compliance with manufacturer specifications to the extent that such failure is due to the act or omission of Contractor; (c) the failure of any representation by Contractor contained herein to be true when made; (d) third-party claims or demands arising under or relating to Contractor’s performance or nonperformance under this Agreement, including, without limitation, relating to personal injury (including death), property damage, release or discharge of hazardous materials, hazardous wastes or hazardous substances, including, without limitation, to the extent the presence or discharge of hazardous materials, hazardous wastes or hazardous substances is known by Contractor and is worsened as a result of the acts or omissions of Contractor, and infringement of intellectual property rights; (e) any failure to timely remove a Lien on the Equipment, a System, Electrification Infrastructure or PCE’s or Project Site Owner’s property in violation of Section 2.24; (f) any failure to satisfy the Domestic Content Requirements with respect to any System and EVSE Infrastructure for which a Domestic Content Notification has been issued and which constitutes a 1MW System; (g) any failure to satisfy the PWA Requirements; and (h) to the extent such failure is caused by the Contractor or a Subcontractor, any failure to satisfy the Elective Pay Rules. References to actions or omissions of “Contractor” in this Section 10.1 shall be deemed to include the actions or omissions of Contractor and Subcontractors and each of their employees and agents. Contractor shall not be required to defend or indemnify an PCE Indemnitee to the extent the Claim or Lien is caused by the PCE Indemnitee’s sole negligence or willful misconduct. Where a Claim or Lien is the result of the joint or concurrent negligence of Contractor or any of its Subcontractors, employees or agents and PCE Indemnitees, Contractor’s obligation to indemnify shall be only in proportion to its or its Subcontractor’s, employee’s or agent’s percentage of fault.

10.2 Indemnification by PCE. PCE will hold harmless, indemnify and defend Contractor and its affiliates, officers, members, partners, directors, Subcontractors, agents, employees and assigns (each, a “Contractor Indemnitee”) from and against any and all Claims and Liens, whether arising at law or in equity, to the extent due or arising from (a) the fraud, gross negligence or willful misconduct of, or violation of laws, Governmental Authorizations or Utility Approvals, or breach of this Agreement, in each case by PCE and (b) the failure of any representation contained herein to be true when made. References to actions or omissions of “PCE” in this Section 10.2 shall be deemed to include the actions or omissions of PCE’s officers, members, directors, agents, employees and assigns. Contractor shall not be required to defend or indemnify a Contractor Indemnitee to the extent the Claim or Lien is caused by the Contractor Indemnitee’s sole negligence or willful misconduct. Where a Claim or Lien is the result of the joint or concurrent negligence of PCE or any of its Subcontractors, employees or agents and Contractor Indemnitees, PCE’s obligation to indemnify shall be only in proportion to its or its affiliates, officers, members, partners, directors, agents, employees, assigns or tenants percentage of fault.

10.3 Obligations of Indemnifying Party. If a Party determines that it is entitled to indemnification under this Article 10, such Party shall promptly notify the other Party in writing of the Claim or Lien, and provide all reasonably necessary or useful information, assistance and authority to settle and/or defend any Claim. In the event of a loss claimed by a third-party, the selection of counsel, the conduct of the defense of any lawsuit, arbitration, or other proceeding, and any settlement shall solely be within the indemnifying Party’s control, provided that the indemnified Party shall have the right to participate in the

defense of such Claim using counsel of its choice, at its expense. No settlement that would impose any costs or expense upon an indemnified Party shall be made without such indemnified Party's prior written consent.

ARTICLE 11– DEFAULT

11.1 Events of Default. Any of the following occurrences or events, by or against Contractor and by or against PCE, shall constitute a default under this Agreement:

(a) A breach of any of the terms, conditions, representations, warranties, or guarantees set forth in this Agreement which has not been cured by the breaching Party within twenty (20) calendar days following receipt of written notice from the other Party that a breach has occurred;

(b) An Event of Bankruptcy; or

(c) A Party assigns or transfers this Agreement or any right or interest herein except as expressly permitted under Section 16.1.

11.2 PCE's Rights. In the event that Contractor is in default of this Agreement pursuant to Section 11.1, then PCE may exercise any rights and remedies available to it at law or in equity, including, but not limited to, seeking an order of specific performance or injunctive relief, suspending its or Contractor's performance, and terminating this Agreement for cause, and following termination, PCE may pursue any and all other rights and remedies afforded at law or in equity. Furthermore, PCE may employ any other person, firm or corporation to finish the Services by whatever method PCE may deem expedient and be entitled to recover from Contractor the positive difference between the amount paid to a replacement Contractor to complete the Services in accordance with this Agreement and the remaining portion of the amounts payable to Contractor for Services that it failed to complete under this Agreement, plus any incidental expenses relating to the retention of such replacement Contractor.

11.3 Contractor's Rights. In the event that PCE is in default of this Agreement pursuant to Section 11.1, Contractor may exercise any rights and remedies available to it at law or in equity, including, but not limited to suspending its performance and terminating this Agreement for cause, and, following termination, Contractor may pursue any and all other rights and remedies afforded at law or in equity. In addition, if PCE fails to pay any amounts due in a timely manner and fails to cure the delay in payment within the twenty (20) calendar day notice period, unless PCE's delay of payment is expressly permitted by this Agreement under the circumstances then existing, then Contractor may suspend Services and will be entitled to an equitable adjustment to the required timelines in Section 2.6 upon five (5) Business Days' advance written notice.

ARTICLE 12– PERFORMANCE AND PAYMENT BOND

12.1 Generally. Contractor shall maintain and provide for the benefit of PCE, in accordance with the terms and conditions of this Article 12, performance and payment bonds with penal sums as described below in the form attached as Exhibit L and from a bonding agency or surety approved by PCE and licensed in the state(s) where all Project Sites are located and with an A.M. Best's rating of A+ or better. If the bonding agency or surety's rating drops below that required in the foregoing sentence, PCE may require Contractor to replace the surety with another surety acceptable to PCE and that meets the foregoing rating requirements.

12.2 Period of Maintenance. The performance and payment bonds shall be maintained and effective commencing no later than ten (10) days after the Effective Date, and remain in effect until the expiration of each of Contractor's warranties given pursuant to Article 4.

12.3 Penal Sums. The performance and payment bonds shall have penal sums equivalent to (a) from the bond issuance date under Section 12.2 and until Final Completion has been achieved for all Systems and Electrification Infrastructure, the Contract Price, and (b) from the date on which Final Completion has been achieved for all Systems and Electrification Infrastructure, and until the later of the expiration of each of Contractor's warranties given pursuant to Article 4, One Million Five Hundred Thousand Dollars (\$1,500,000).

12.4 Bonds Covering Operations & Maintenance Services. If, after the Effective Date, PCE determines that it would like Contractor to obtain one or more performance and payment bonds to cover Contractor's Operations and Maintenance Services and so notifies Contractor, Contractor shall make commercially reasonable efforts to obtain annual performance and payment bond coverage for Contractor's Operations and Maintenance Services, and the Parties shall negotiate in good faith regarding the costs of such bond coverage and whether to proceed with such bond coverage.

12.5 Subcontractors' Bonds. Should any of Contractor's Subcontractors carry performance and payment bonds, and if their surety or bonding agency defaults upon demand for execution of such bond, then it shall be Contractor's responsibility to make good for Subcontractor's work as may be remaining to be performed and payments that may be owed by Subcontractor to its sub-tier subcontractors.

12.6 Costs. All costs and expenses relating to the procurement and maintenance of the performance and payment bonds shall be borne solely by Contractor.

12.7 Attorneys' Fees. The performance and payment bonds shall provide that attorneys' fees shall be awarded to PCE if it prevails on any suit on the bonds.

ARTICLE 13– DISPUTE RESOLUTION

13.1 Negotiation. The Parties shall negotiate in good faith and attempt to resolve any good faith dispute within thirty (30) calendar days after the date that a Party gives written notice of such dispute to the other Party. In the event that the Parties are unable to reach an agreement within such thirty (30) day period (or such longer period as the Parties may agree) then either Party may initiate mediation in accordance with Section 13.2.

13.2 Mediation. If, after such negotiation pursuant to Section 13.1, the dispute remains unresolved, either Party may require that a non-binding mediation take place. If neither Party initiates mediation within thirty (30) calendar days of failing to reach agreement pursuant to the procedures set forth in Section 13.1, then the Parties shall resolve the dispute in accordance with this Section 13.2. In such mediation, representatives of the Parties with authority to resolve the dispute shall meet for at least three (3) hours with a mediator whom they choose together. If the Parties are unable to agree on a mediator, then either Party is hereby empowered to request the American Arbitration Association ("AAA") under its Construction Industry Arbitration Rules to appoint a mediator. The mediator's fee and expenses shall be paid one-half by each Party.

13.3 Jurisdiction; Venue. If the Parties are unable to resolve the dispute pursuant to Section 13.1 or Section 13.2, then the Parties agree that jurisdiction and venue in any action brought by either Party

pursuant to this Agreement shall exclusively lie in any federal or state court located in San Mateo County, State of California.

13.4 Prevailing Party. The prevailing Party in any legal proceeding related to this Agreement may receive as an award its reasonable attorneys' fees, reasonable expert fees, costs, and expenses, subject to the arbitrator's right to exercise his or her reasonable discretion in making such an award.

ARTICLE 14– LIMITATION OF LIABILITY

14.1 Limitation of Liability. EXCEPT WITH RESPECT TO (A) EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR (B) LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR ILLEGAL OR UNLAWFUL ACTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFIT OR BUSINESS INTERRUPTION DAMAGES, WHETHER BY STATUTE, IN TORT, OR CONTRACT, EXCEPT TO THE EXTENT THAT ANY PAYMENTS REQUIRED TO BE MADE PURSUANT TO THIS AGREEMENT ARE DEEMED TO BE SUCH DAMAGES. This Article 14 shall prevail over any conflicting or inconsistent provisions contained elsewhere in this Agreement.

ARTICLE 15– TERMINATION

15.1 Termination. This Agreement may be terminated (i) by either Party pursuant to the provisions of Article 11; or (ii) at any time upon mutual written agreement of both Parties. Upon termination, Contractor shall promptly withdraw from each Project Site, remove such materials and any debris or waste generated by Contractor or its Subcontractors and leave each Project Site in a safe condition, consistent with Prudent Practices.

15.2 Effect of Termination due to PCE Default. In the event of termination due to PCE's default, PCE shall pay to Contractor that portion of the Contract Price associated with all payment milestones achieved plus a pro rata portion of the Milestone Payment amounts for payment milestones partially achieved up to the date of Contractor's receipt of notice of termination plus any costs attributable to and incurred in terminating the Work, but in no event shall the total amount exceed the Contract Price. PCE shall pay Contractor all its incremental costs for terminating the Work and leaving the Project Sites in a safe condition.

15.3 Effect of Termination due to Contractor Default. In the event of termination due to Contractor's default, PCE shall pay to Contractor that portion of the Contract Price associated with all payment milestones achieved plus a pro rata portion of the Milestone Payment amounts for payment milestones partially achieved up to the date of Contractor's receipt of notice of termination. In addition to those remedies available to PCE pursuant to Section 11.2, PCE may, at its option, take possession of all Services and Equipment for which PCE has paid Contractor. If PCE makes such an election, Contractor shall (i) assign and transfer to PCE all of Contractor's right, title and interest in Contractor's contracts with its Subcontractors (including all warranties and guarantees thereunder) with respect to Equipment, Systems, or EVSE Infrastructure that have been paid for by PCE, and (ii) cooperate with PCE and allow PCE to access and use all data, drawings, documents, specifications, permits, and other information in its possession relating to the Services, including proprietary intellectual property furnished by Contractor.

15.4 Survival. Section 2.6, Section 2.10, Section 2.12(b), Section 2.12, Section 2.14, Section 2.16, Section 2.17, Section 2.18, Section 2.19, Section 2.20, Section 2.21, Section 2.22, Section 2.23,

Section 2.24, Section 2.25, Section 2.26, Article 4, Article 5, Article 6, Article 10, Article 11, Article 12, Article 13, Article 14, Article 15, and Article 16 shall survive the termination or expiration of this Agreement.

ARTICLE 16– MISCELLANEOUS PROVISIONS

16.1 Assignment. Contractor may not assign or transfer this Agreement or its rights or obligations hereunder, in whole or in part, without the prior written consent of PCE. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors and assigns. Any purported assignment in violation of this Section 16.1 shall be void *ab initio*.

16.2 Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties hereto unless such change, amendment, or modification shall be in writing and duly executed by both Parties.

16.3 Waiver. Any failure of PCE or Contractor to enforce any of the provisions of this Agreement or to require at any time performance by PCE or Contractor of any of the provisions hereof during the pendency of this Agreement shall in no way affect the validity of this Agreement, or any part hereof, and shall not be deemed a waiver of the right of PCE or Contractor thereafter to enforce any and each such provision.

16.4 Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and legal benefit of PCE and Contractor, and no other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement. Notwithstanding the foregoing, the Parties acknowledge that the Project Site Owners and their officers, directors, agents, employees and assigns are intended third-party beneficiaries with respect to Section 2.17(b), Article 4 (with respect to the Electrification Infrastructure, if applicable to a Project Site), Article 9 and Article 10 of this Agreement and that such Persons shall have the right to enforce this Agreement in law or in equity directly against Contractor the same as if it were party hereto.

16.5 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, contracts, agreements, commitments, and writings with respect thereto. There are no oral understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

16.6 Notice. All written documentation or notices may be transmitted via US Post, private express mail service, electronic mail, or facsimile to the following addresses:

If to PCE:

Peninsula Clean Energy Authority
Attn: Director of Power Resources
Address: 2075 Woodside Rd., Redwood City, CA 94061
Phone: (650) 260-0005
Email: programs@peninsulacleanenergy.com

If to the Contractor:

McMillan Electric

Attn: Michael McAlister; Willam Musgrave; William (Bill) Bracco

Address: 1480 Folsom St., San Francisco, CA 94103

Phone: (415) 826-5100

Email: mmcalister@mcmillanco.com; wmusgrave@mcmillanco.com;
bbracco@mcmillanco.com

For all communications with Project Site Owners required under this Agreement, Contractor shall use the contact information provided by PCE to Contractor in writing. Parties may reasonably update contact information via written notification (email acceptable). All notices shall be effective upon receipt. Each Party shall appoint a single point of contact with sufficient knowledge of the Services and authority to make or seek and obtain approvals of the other Party as required under this Agreement.

16.7 Severability. If any term or provision of this Agreement is determined to be invalid, in conflict with any Applicable Law, void, or otherwise unenforceable, and provided the terms and provisions of the Agreement that are essential to the interests of PCE and the Contractor remain substantially in effect, then the remaining terms and provisions will continue in full force and effect and the offending term or provision will be given the fullest meaning and effect allowed by Applicable Law.

16.8 Performance of Obligations. If an obligation to be performed under this Agreement falls due on a day other than a Business Day, the obligation shall be due on the next Business Day.

16.9 Further Assurances. Contractor and PCE agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

16.10 Counterparts. This Agreement and any schedule and exhibit hereto may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument.

16.11 Confidentiality; Publicity.

(a) Public Announcements. The Parties acknowledge that PCE desires to publicize information about the Agreement, the Systems and the Electrification Infrastructure. The Parties therefore agree that PCE may make independent press releases about entering into this Agreement, the size and location of the Systems, Electrification Infrastructure, the name of the applicable Project Site Owner, and the identity of the Contractor without the prior, written agreement of Contractor. The Parties further agree that Contractor may only make independent press releases about entering into this Agreement, the size and location of the Systems, Electrification Infrastructure, the name of the applicable Project Site Owner, and the identity of PCE with the prior, written agreement of PCE. The Parties agree that all press releases covering information relating to this Agreement in addition to the information enumerated in the prior two sentences must be reviewed and approved by the other Party prior to release, such approval not to be unreasonably withheld. Contractor shall provide such approval within five (5) Business Days and PCE shall provide such approval within twenty (20) Business Days of receipt of the draft press release. Except with respect to PCE's right to disclose the information contained in the first and second sentences of this Section

16.11(a), the terms of this Agreement and information about the Systems and Electrification Infrastructure constitutes Confidential Information and is subject to the remaining provisions of this Section 16.11. Notwithstanding the foregoing or anything to the contrary in this Section 16.11, Contractor acknowledges that PCE is required to make portions of this Agreement available to the public in connection with the process of seeking approval from its board of directors for execution of this Agreement. PCE may, in its discretion, redact certain terms of this Agreement as part of any such public disclosure, and will use reasonable efforts to consult with Contractor prior to any such public disclosure.

(b) Limits on Disclosure of Confidential Information. To the maximum extent permitted by applicable law, neither Party shall disclose confidential information of the other Party, including, but not limited to, the terms or conditions of this Agreement, information, data and documents relating to the Systems, the Electrification Infrastructure, the Project Sites and Project Site Owners and information designated as confidential by the providing Party ("Confidential Information"), to a third party, other than (i) such Party's officers, directors, members, managers, affiliates, contractors, subcontractors, vendors, suppliers, employees, potential or actual lenders, potential or actual investors, attorneys, counsel, accountants, consultants or advisors who have a need to know such information and have agreed in writing or are bound by a duty of professional responsibility to keep such terms confidential, (ii) public announcements and PCE's board of directors permitted under Section 16.11(a), (iii) to any nationally recognized credit rating agency (e.g., Moody's Investors Service, Standard & Poor's, or Fitch Ratings) in connection with the issuance of a credit rating for that Party or its affiliates, provided that any such credit rating agency agrees in writing to maintain the confidentiality of such confidential information, (iv) in order to comply with a validly issued subpoena or order of a Governmental Authority or with any Applicable Law, including, but not limited to Cal. Gov. Code section 6250 et seq., and (v) in the event the Confidential Information becomes publicly available other than through breach of this Agreement, is independently developed by the receiving Party, or becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. Contractor shall refrain from using the Confidential Information except as needed in the performance of the Services. If disclosure of Confidential Information is required by a Governmental Authority or Applicable Law, the disclosing Party shall, to the extent permitted by Applicable Law, promptly notify the other Party of such required disclosure and shall reasonably cooperate with the other Party's efforts to limit the disclosure to the extent permitted by Applicable Law prior to disclosing the terms and conditions of this Agreement. Notwithstanding anything to the contrary in this Agreement, Contractor further acknowledges that PCE and one or more of the Project Site Owners are public agencies subject to the requirements of the California Public Records Act (Cal. Gov. Code section 6250 et seq.). All Confidential Information remains the property of the disclosing Party and will be returned to the disclosing Party or destroyed (at the receiving Party's option) after the receiving Party's need for it has expired or upon the request of the disclosing Party.

(c) Enforcement of Confidentiality Provisions. Each Party is liable for breaches of this provision by any person to whom that Party discloses Confidential Information. Each Party acknowledges and agrees that the disclosing Party would be irreparably injured by a breach of this Section 16.11, it may be impossible to measure the damages which may result from a breach of this Section 16.11 and the provisions of this Section 16.11 may be required to be specifically performed and each Party shall have the right to obtain preliminary and permanent injunctive relief to secure specific performance of the terms of this Section. To the fullest extent permitted by Applicable Law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 16.11, but will be in addition to all other remedies available at law or in equity. The provisions of this Section shall survive two (2) years after the effective date of any termination of this Agreement.

16.12 Titles and Subtitles. Titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All references in this Agreement to sections, paragraphs, schedules, and exhibits shall, unless otherwise provided, refer to sections, paragraphs, schedules, and exhibits hereof and attached hereto, as applicable.

16.13 Construction of Agreement. The terms and provisions of this Agreement represent the result of negotiations between PCE and Contractor, each of which has been represented by counsel of its choosing or has waived its opportunity to such representation after due notice thereof, and neither of which has acted under duress or compulsion of any kind. Accordingly, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their ordinary meanings, and PCE and Contractor each hereby waive, in connection with the interpretation or construction of any ambiguous term or provision of this Agreement, the application of any rule or law to the effect that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party whose attorney prepared the executed draft or any earlier draft of this Agreement. All nouns, pronouns and variations thereof shall be deemed to refer to the singular or plural as the context may require.

16.14 References to Persons. References to any Person shall include such Person, its successors and permitted assigns and transferees.

16.15 Agreements and Laws as Amended. Reference to any agreement (including this Agreement) means such agreement as amended, supplemented or otherwise modified from time-to-time in accordance with the applicable provisions thereof. Reference to any Applicable Law includes any amendment or modification to such Applicable Law and any rules or regulations issued thereunder or any legal requirement enacted in substitution or replacement thereof.

16.16 Time Periods and Time Zone. References to time are references to the time in effect in San Francisco, California. Obligations to be performed within a specific period of time shall be performed no later than 11:59 p.m. on the last day of such time period. Time periods shall be calculated exclusive of the day on which the time period commences. For purposes of example only, a time period consisting of three (3) Business Days which commences on a Tuesday would end at 11:59 p.m. on Friday.

16.17 Governing Law. This Agreement and all agreements under this contract and any disputes arising herefrom shall be governed by, interpreted and enforced in accordance with, the laws of the State of California.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties, by their duly authorized officers or representatives, have executed this Agreement as of the Amended Agreement Effective Date.

Peninsula Clean Energy Authority:

McMillan Electric:

By: _____

By: _____

Name: Shawn Marshall

Name: Michael McAlister

Title: Chief Executive Officer

Title: Principal & Vice President

DRAFT

SCHEDULE 1

DEFINITIONS

“1MW System” means (a) a co-located photovoltaic generating facility and BESS treated as a “single project” under Regulations Section 1.48-13(d)-(e) (as applicable); (b) a photovoltaic generating facility; or (c) a BESS, in each instance, for which the aggregate alternating current nameplate capacity at the point of interconnection equals or exceeds one megawatt as measured in alternating current (1.0 MWac). For the avoidance of doubt, the aggregate alternating current nameplate capacity shall be measured as of Final Plans (or, if Final Plans are not required, the Project Package) for such System.

“AAA” shall have the meaning set forth in Section 13.2.

“Agreement” has the meaning set forth in the preamble.

“Applicable Law” means any applicable constitution, charter, act, statute, law, ordinance, code (including, without limitation national, state and local building, installation, engineering, electrical (including but not limited to current National Electric Code (“NEC”) standards) and construction codes and standards, rule, case law, regulation, order, treaty, decree, announcement, Governmental Authorization, Utility tariff or rule, Utility Approval or published practice or any interpretation thereof, or other legislative or administrative action of any Governmental Authority, or specified standards or objective criteria contained in any applicable Governmental Authorization, or a final decree, judgment, or order of a court, or any applicable engineering, construction, or safety regulation or code.

“Applicable Project Component” means any article, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into a Project Site. An Applicable Project Component may qualify as steel, iron, or a Manufactured Product.

“Basis of Design” means the BESS Basis of Design or the Electrification Infrastructure Basis of Design, as applicable, and shall include all specifications, goals and documents that outline the fundamental concepts and criteria used for a BESS or Electrification Infrastructure, as applicable, serving as a core reference point for the remainder of Work for such BESS or Electrification Infrastructure, and shall include, but not be limited to, all elements specified in Exhibit A, Attachment A-1, Section II and Exhibit A, Attachment A-2, Section II.

“BESS” means a complete system that receives, stores, and delivers energy for conversion to electricity at a Project Site, comprised of one or more batteries, and, including, but not limited to, as applicable, a battery management system, a storage enclosure, a power conversion system, power conditioning system or one or more hybrid inverters, metering, relays and other equipment as required by the Utility for interconnection, an energy management system and other battery-related components.

“BESS Contract Price” means the Guaranteed Maximum Price for an individual BESS in the Portfolio as set forth in the BESS Basis of Design approved by PCE.

“BESS Nameplate Energy Capacity” means the energy capacity, in kWh of a BESS that is specified by the OEM in its product documentation/specification sheet.

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“Business Day” means any day other than a Saturday, Sunday, or a United States of America Federal Reserve Bank holiday.

“CEQA” is defined in Exhibit A.

“Change” is defined in Section 3.1.

“Change Order” is defined in Section 3.2.

“Claims” means all claims, judgments, settlements, losses, damages, demands, suits, causes of action, liabilities, fines, penalties, costs and expenses (including, without limitation, court costs, attorney’s fees, and other reasonable costs of suit or dispute resolution).

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement of Installation” shall have the meaning set forth in Section 2.6(a).

“Commencement of Installation Deadline” shall have the meaning set forth in Section 2.6(a).

“Confidential Information” shall have the meaning set forth in Section 16.11(b).

“Contract Price” shall mean the sum of the System Contract Prices, BESS Contract Prices, if applicable, and Electrification Infrastructure Contract Prices, if applicable, for each of the Systems specified on each of Schedule 2-A, Schedule 2-B, Schedule 2-C and Schedule 2-D that PCE shall pay Contractor pursuant to Article 5 and the terms and conditions of this Agreement. .

“Contractor” shall have the meaning set forth in the preamble.

“Contractor Indemnitee” shall have the meaning set forth in Section 10.2.

“COVID Pandemic” is defined in Article 8.

“Daily Commencement of Installation Liquidated Damages” shall have the meaning set forth in Section 2.6(a).

“Development Costs” is defined in Section 2.6(a).

“Domestic Content Certificate” is defined in Section 2.12(b).

“Domestic Content Requirements” is defined in Section 2.12(b).

“Effective Date” has the meaning set forth in the recitals.

“Elective Pay Rules” means the condition of Code Section 6417, the Regulations promulgated thereunder, and any accompanying guidance that generally provide for an applicable entity to elect for a direct payment in lieu of the tax credit.

“Electrification Infrastructure” means additional infrastructure, equipment and/or facilities intended to support the conversion of an energy-consuming device or system from non-electric sources to

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electric sources, or to otherwise support the expanded use of electricity as an alternative to non-electric fuel sources, such as, but not limited to, EVSE, EVSE Infrastructure and related infrastructure.

“Electrification Infrastructure Contract Price” means the Guaranteed Maximum Price for Electrification Infrastructure as set forth in the Electrification Infrastructure Basis of Design approved by PCE.

“Electrification Infrastructure Installation Checklists and Acceptance Tests” shall mean checklists and tests sufficient to enable PCE’s Independent Engineer or other PCE designee to evaluate whether the Electrification Infrastructure is ready for commercial operation in compliance with Applicable Law, Prudent Practices and all terms and conditions of this Agreement, the content of which Contractor shall propose to, and which shall be approved in writing by, PCE or its Independent Engineer, at PCE’s discretion.

“Equipment” means any article, material, or supply, whether manufactured or unmanufactured by Contractor, that is directly incorporated into the System and all facilities, systems and ancillary equipment relating thereto (as further described in Exhibit A) to be located on the applicable Project Site, including, but not limited to modules, trackers, inverters, wiring devices, optimizers, conduits, mounting system, racking system, footers, carport structures, monitoring equipment, meters, balance of system, BESS, Electrification Infrastructure and any and all materials and equipment required to construct turnkey, operational solar photovoltaic systems, and, if applicable, BESS, interconnected to the grid and Electrification Infrastructure. Equipment shall not include any materials, apparatus or tools owned by Contractor or any Subcontractor that are used to complete the Services but are not contemplated under this Agreement to become part of the Systems or Electrification Infrastructure.

“Event of Bankruptcy” means the occurrence of any of the following events: (i) the filing by such Person of a voluntary case or the seeking of relief under any chapter of Title 11 of the United States Bankruptcy Code, as now constituted or hereafter amended (the “Bankruptcy Code”), (ii) the making by such Person of a general assignment for the benefit of its creditors, (iii) the admission in writing by such Person of its inability to pay its debts as they mature, (iv) the filing by such Person of an application for, or consent to, the appointment of any receiver or a permanent or interim trustee of such Person or of all or any portion of its property, including the appointment or authorization of a trustee, receiver or agent under Applicable Law or under a contract to take charge of its property for the purposes of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of its creditors, (v) the filing by such Person of a petition seeking a reorganization of its financial affairs or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law or statute, (vi) an involuntary case is commenced against such Person by the filing of a petition under any chapter of Title 11 of the Bankruptcy Code and within ninety (90) calendar days after the filing thereof either the petition is not dismissed or the order for relief is not stayed or dismissed, (vii) an order, judgment or decree is entered appointing a receiver or a permanent or interim trustee of such Person or of all or any portion of its property, including the entry of an order, judgment or decree appointing or authorizing a trustee, receiver or agent to take charge of the property of such Person for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the creditors of such Person, and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) calendar days, or (viii) an order, judgment or decree is entered, without the approval or consent of such Person, approving or authorizing the reorganization, insolvency, readjustment of debt, dissolution or liquidation of such Person under any such law or statute, and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) calendar days. The foregoing

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definition of “Event of Bankruptcy” is intended to replace and shall supersede the definition of “Bankruptcy” set forth in Sections 18-101(1) and 18-304 of the Delaware Limited Liability Company Act to the extent a Fund is governed by Delaware law.

“EVSE” means electric vehicle supply equipment.

“EVSE Infrastructure” means infrastructure necessary to install EVSE and to supply electricity to the EVSE, including, but not limited to conduit, wire, junction boxes, pedestals (if applicable), EV blocks (if applicable), breakers, combiner panels, and a communications wire/connectivity service.

“Fifty Percent Completion” means that the Parties have agreed in writing that fifty percent (50%) of the Work to be performed by Contractor to achieve Final Completion for a System has been performed.

“Final Building Permit Approval” is defined in Section 2.6(b).

“Final Building Permit Approval Deadline” is defined in Section 2.6(b).

“Final Building Department Approval Liquidated Damages” is defined in Section 2.6(b)(i).

“Final Building Department Approval Remedies” is defined in Section 2.6(b).

“Final Completion” shall have the meaning set forth in Section 5.2(e)(i).

“Final Completion Certificate” means a (a) certificate verifying the achievement of Final Completion with respect to either the PV or, if applicable, BESS components a System, the form of which is attached hereto as Exhibit G-1; or, as applicable, (b) certificate verifying the achievement of Final Completion with respect to Electrification Infrastructure, the form of which is attached hereto as Exhibit G-2.

“Final Completion Date” shall mean the date of Final Completion set forth in the Final Completion Notification as providing in Section 5.2(e)(ii).

“Final Completion Notification” has the meaning set forth in Section 5.2(e)(ii).

“Final Estimated Generation Table” means the Helioscope output for a System based on the Project Package for such System, or, if the Parties have agreed to Final Plans for such System, based on the Final Plans, in either case showing the estimated annual electrical generation of such System for each year following Final Completion for such System, which such table is generated by Contractor and approved by PCE prior to Final Completion for such System.

“Final Plans” means, with respect to the photovoltaic components of a System, the PV Final Plans, and, with respect to the BESS components of a System, the BESS Basis of Design and with respect to the Electrification Infrastructure, the Electrification Infrastructure Basis of Design.

“Force Majeure Event” means any event or circumstance (other than a lack of funds or finances) beyond the control of and without the fault or negligence of a Party that was not known or reasonably foreseeable as of the Amended Agreement Effective Date and that prevents such Party from performing despite using commercially reasonable efforts to perform, including, without limitation, acts of God such

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as fires, floods, lightning, earthquakes, sabotage or destruction by a third party of Equipment, war, riot, acts of a public enemy or other civil disturbance, strikes, walkouts, lockouts or other significant labor disputes.

“General Permit” is defined in Exhibit A.

“Governmental Authority” means any governmental, administrative or municipal authority, including any ministry, department, municipality, instrumentality, agency or commission under direct or indirect control of any city, county, state or Federal government, or governmental entity with jurisdiction over the applicable Project Sites, Systems or Electrification Infrastructure or any part of the Services or entity with jurisdiction or approval rights over improvements to the Project Sites.

“Governmental Authorizations” means all permits, consents, decisions, ordinances, licenses, approvals, authorizations, certificates, confirmations or exemptions from, and all applications and notices filed with or required by, any Governmental Authority that are necessary for the performance of the Services or any other obligation of either Party pursuant to this Agreement.

“GovPV1 Contractor” has the meaning set forth in the recitals.

“GovPV1 Project Site” means the real property on which a System is to be installed pursuant to this Agreement, each such site as described on Schedule 2-A.

“GovPV1 Systems” has the meaning set forth in the recitals.

“GovPV2 Existing Construction Project Site” means the real property on which a System and, if applicable, Electrification Infrastructure, is to be installed pursuant to this Agreement, each such site as described on Schedule 2-D.

“GovPV2 New Construction Project Site” means the real property on which a System and, if applicable, Electrification Infrastructure, is to be installed pursuant to this Agreement, each such site as described on Schedule 2-B.

“GovPV2 New Roof Project Site” means the real property on which a System and, if applicable, Electrification Infrastructure, is to be installed pursuant to this Agreement, each such site as described on Schedule 2-C.

“Guaranteed Generation” is defined in Exhibit B.

“Guaranteed Maximum Price” means the not-to-exceed price in exchange for which Contractor commits to complete the Work.

“Incentives” means (i) a payment paid by a utility or state or local Governmental Authority based in whole or in part on the cost or size of the System or Electrification Infrastructure such as a rebate, (ii) a performance-based incentive paid as a stream of periodic payments by a utility, state or Governmental Authority based on the production of the System or Electrification Infrastructure, (iii) investment tax credits, production tax credits, and similar tax credits, grants or other tax benefits under federal, state or local law, including, but not limited to, any elective payment and transfer rights thereto, and (iv) any other attributes, commodity, revenue stream or payment in connection with a System or Electrification Infrastructure (such as ancillary or capacity revenue), in each case of (i) through (iv) relating to the

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construction, ownership, use or production of energy from a System or Electrification Infrastructure, provided that Incentives shall not include RECs.

“Independent Engineer” means a person designated by PCE to inspect and review the Services.

“Installation Readiness Date” means, with respect to GovPV2 New Construction Project Sites, the date on which such Project Site has achieved New Construction Installation Readiness, and, with respect to the GovPV2 New Roof Project Sites, the date on which such Project Site has achieved New Roof Installation Readiness.

“Interest Rate” is defined in Section 5.2(g).

“kWh” means kilowatt-hours.

“Lien” means any mortgage, pledge, assessment, security interest, lease, lien, adverse claim, levy, right of retention, charge or other encumbrance of any kind, or any conditional sale contract, title retention contract or other agreement to give effect to any of the foregoing.

“Liquidated Damages” as applied to a System, means the Development Costs, Daily Commencement of Installation Liquidated Damages and Final Building Department Approval Liquidated Damages applicable to such System.

“Manufactured Product” is any Applicable Project Component other than a construction material made primarily of steel or iron that is structural in function.

“Milestone” means one of the milestones as set forth on Exhibit D attached hereto.

“Milestone Deadline” is defined in Section 2.6(b).

“Milestone Payments” is defined in Section 5.1.

“Milestone Percentage” shall have the meaning set forth in Section 5.2(b).

“Milestone Schedule” is defined in Section 2.6.

“Monitoring System” is defined in Exhibit A.

“NEM2” is defined in the recitals.

“New Construction Installation Readiness” means the roof of a GovPV2 New Construction Project Site is ready for attachment install, the associated electrical infrastructure supporting the System is installed and such Project Site is ready, available and accessible for Contractor to commence installation of the applicable System.

“New Construction Installation Readiness Deadline” means the date by which the Project Site Owner must have achieved New Construction Installation Readiness in order for the System to be eligible to take service under NEM2 tariff.

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“New Roof Installation Readiness” means the roof of a GovPV2 New Roof Project Site is ready for attachment install and such Project Site is ready, available and accessible for Contractor to commence installation of the applicable System.

“New Roof Installation Readiness Deadline” means the date by which the Project Site Owner must have achieved New Roof Installation Readiness in order for the System to be eligible to take service under NEM2 tariff.

“Notice to Proceed” is defined in Section 1.1.

“NTP” means the date on which PCE issued the Notice to Proceed for the applicable System.

“OEM” has the meaning set forth in Section 4.3.

“Operations and Maintenance Services” is defined in the recitals.

“O&M Term” has the meaning set forth in Exhibit B.

“Party” or “Parties” has the meaning set forth in the preamble.

“Payment Request” shall mean a payment request provided by Contractor to PCE on the form attached hereto as Exhibit E pursuant to the terms of Section 5.2(a).

“PCE” shall have the meaning set forth in the preamble.

“PCE-Directed Change Order” is defined in Section 3.4.

“PCE Indemnitee” shall have the meaning set forth in Section 10.1.

“Performance Guarantee” is defined in Exhibit B.

“Performance Liquidated Damages” is defined in Exhibit B.

“Person” means any individual, corporation, partnership, joint venture, trust, unincorporated organization, association or Governmental Authority.

“Plans” is defined in Section 2.3.

“Portfolio” is defined in the recitals.

“Portfolio Adjustment Notice” is defined in Section 1.2.

“Prior Work” is defined in the recitals.

“Project Package” means the work product prepared by System Designer and provided to Contractor by PCE prior to the Effective Date via a shared electronic folder with respect to the PV components of a System. The components of the Project Packages are set forth on Schedule 3 hereto, including the Project Site plan, System capacity, single line diagram, Equipment and solar electricity production analysis; *provided*, that the Project Site plan and single line diagram may not have been included

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in the original Project Package for the Systems to be located at the GovPV2 New Construction Project Sites and, in such instance, Contractor shall be responsible for providing such documents.

“Project Site” means each of the GovPV1 Project Sites, GovPV2 New Construction Project Sites, GovPV2 New Roof Project Sites and GovPV2 Existing Construction Project Sites.

“Project Sites” means all of the GovPV1 Project Sites, GovPV2 New Construction Project Sites and GovPV2 Existing Construction Project Sites.

“Project Site Energization” means that a GovPV2 New Construction Project Site is receiving electrical service by the Utility.

“Project Site Energization Deadline” means that the Project Site Owner has achieved Project Site Energization by Substantial Completion for the applicable GovPV2 New Construction Project Site.

“Project Site Owner” means the applicable owner of a Project Site as specified in Schedule 2.

“Project Site Plans” is defined in Section 2.3.

“Prudent Practices” means the practices, methods and acts engaged in or approved by the commercial solar energy industry and, if applicable to the Project Site, battery storage industry, that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Law, Utility Approvals, reliability, safety, environmental protection, equipment manufacturers’ recommendations, applicable criteria, rules and standards promulgated in the National Electric Safety Code and the National Electrical Code, as they may be amended or superseded from time to time, including the criteria, rules and standards of any successor organizations, economy and expedition.

“PV” is defined in Exhibit A.

“PV Final Plans” is defined in Section 2.2.

“PV Monitoring Platform” is defined in Exhibit B.

“PWA Requirements” is defined in Section 2.16(c).

“PWA Commitment” is in Exhibit N.

“REC” means a renewable energy credit or certificate under any state renewable portfolio, standard or federal renewable energy standard, voluntary renewable energy credit, pollution allowance, carbon credit and any similar environmental allowance, credit, attribute or green tag or other reporting right under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program or voluntary program or system, in each case relating to the construction, ownership, use or production of energy from the System, provided that RECs shall not include Incentives.

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“Regulations” mean the federal income tax regulations promulgated under the Code, including any proposed, temporary, and/or final regulations, to the extent such regulations are effective at the applicable time and as the same may be amended from time to time (including corresponding provisions of successor regulations).

“Rejected Services” shall have the meaning set forth in Section 2.8(f).

“Roof Completion Date” means the date on which all flashings have been installed and the roof of the applicable GovPV2 New Construction Project Site or GovPV2 New Roof Construction Site is substantially complete.

“Schedule 2” as used in this Agreement, refers to Schedule 2-A, Schedule 2-B, Schedule 2-C and/or Schedule 2-D as applicable to a Project Site, System or Electrification Infrastructure.

“Scope of Work” shall mean the specific scope of Work with respect to a System and Electrification Infrastructure, if applicable, on a particular Project Site. The Scope of Work for each System and Electrification Infrastructure, if applicable, is attached hereto under Exhibit A.

“Services” is defined in the recitals.

“Setoff Amount” is defined in Section 5.2(h).

“Subcontractor” shall mean a Person or entity of any tier directly or indirectly engaged by Contractor regarding the performance or provision of the Services or the fulfillment, in whole or in part, of any obligation undertaken by Contractor in connection with this Agreement.

“Substantial Completion” is defined in Section 5.2(d)(i).

“Substantial Completion Certificate” means a certificate verifying the achievement of Substantial Completion with respect to a System, the form of which is attached hereto as Exhibit F.

“Substantial Completion Notification” is defined in Section 5.2(d)(ii).

“Substantial Equipment” means all modules, inverters, trackers, mounting system, BESS, if applicable, Electrification Infrastructure, if applicable, and meters for a System.

“SWPPP” is defined in Exhibit A.

“System” and “Systems” are defined in the recitals.

“System Contract Price” means the total price for an individual System in the Portfolio, other than the BESS Contract Price for such System, if applicable, as set forth in Schedule 2-A, Schedule 2-B, Schedule 2-C or Schedule 2-D hereto, as applicable to the System.

“System Deliverables” is defined in Section 2.26.

“System Designer” is defined in the recitals.

“System Designer Services” is defined in the recitals.

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“System Documentation” means, with respect to each System and the Electrification Infrastructure: (i) a list of all of the components of a System and Electrification Infrastructure as installed after the Work has been conducted with respect to such System and Electrification Infrastructure, including manufacturer names, model numbers, serial numbers and number of items installed; (ii) warranty information on all components of the System and Electrification Infrastructure for which the manufacturer has provided warranty documentation; (iii) Final Plans; (iv) shop drawings; (v) as-built drawings of the System and Electrification Infrastructure certified as correct by a licensed professional engineer of the jurisdiction in which the System and Electrification Infrastructure is located; (vi) copies of all Governmental Authorizations, including, but not limited to building permits and inspection reports; (vii) the interconnection agreement with the Utility; (viii) the net metering agreement with the Utility; (ix) documentation of all Utility Approvals; and (x) Operations Manual.

“System Installation Checklists and Acceptance Tests” shall mean checklists and tests sufficient to enable PCE’s Independent Engineer or other PCE designee to evaluate whether the System is ready for commercial operation in compliance with Applicable Law, Prudent Practices and all terms and conditions of this Agreement, the content of which Contractor shall propose to, and which shall be approved in writing by, PCE or its Independent Engineer, at PCE’s discretion.

“System Operations Manual” shall mean a manual provided by Contractor for each System and Electrification Infrastructure in a form reasonably acceptable to PCE describing procedures for the operation of such System and Electrification Infrastructure, including appropriate safety precautions and limitations, optimum operating conditions, OEM requirements and warranty conditions, maintenance procedures, spare parts lists, instructions, schedules and aids, and all other information necessary, appropriate, or helpful to instruct operator personnel in all phases of operation of the System and Electrification Infrastructure and to maintain the System and Electrification Infrastructure in optimum operating condition.

“System Owner” is defined in Section 2.3.

“Taxes” shall have the meaning set forth in Section 5.3 of this Agreement.

“Test Reports” shall have the meaning set forth in Section 2.7.

“Usable kWh” means the amount of energy capacity, in kWh, that can be utilized from a BESS on at least a daily basis, taking into account limitations on the state of charge of such BESS provided by the applicable BESS OEM. Usable kWh must be less than or equal to the BESS Nameplate Energy Capacity.

“Utility” is defined in the recitals.

“Utility Approval” means all required approvals of the Utility, including, but not limited to, interconnection approval, permission to operate, net energy metering agreement and interconnection agreements.

“Warehouse” means a secure warehouse space rented or owned by Contractor at Contractor’s expense.

“Work” is defined in the recitals hereto.

SCHEDULE 2

LIST OF PROJECT SITES

All System Contract Prices are rounded to nearest whole number with the exception of Project Sites with solar capacity less than 10 kWdc, which are rounded to nearest 0.1 kWdc.

SCHEDULE 2-A

LIST OF GOVPV1 PROJECT SITES

<u>Project Site Owner Name</u>	<u>Project Site Name</u>	<u>Project Site Address</u>	<u>Solar Capacity (kWdc)</u>	<u>Battery Storage Capacity (kW / kWh)</u>	<u>System Contract Price (\$)</u>	<u>Final Building Permit Approval Deadline</u>	<u>Expected Candidate Site for BESS</u>	<u>Expected EVSE & EVSE Equipment?</u>
Atherton	Atherton Town Hall	80 Fair Oaks Ln, Atherton, CA, 94027	114	<u>275 / 550</u>	\$1,345,987	4/13/26	Yes	No
Brisbane	Brisbane Mission Blue Center	475 Mission Blue Dr, Brisbane, CA, 94005	8.5	<u>30 / 60</u>	\$108,836	4/12/26	Yes	No
Colma	Colma Community Center	1520 Hillside Blvd, Colma, CA, 94014	62	<u>50 / 100</u>	\$519,527	4/12/26	Yes	No
Hillsborough	Hillsborough Public Works Yard	1320 La Honda Rd, Hillsborough, CA, 94010	62	N/A	n/a Substantial Completion Achieved	4/12/26	No	No
Los Banos	Los Banos Community Center	645 7th Street, Los Banos, CA, 93635	162	<u>125 / 250</u>	\$1,190,480	4/12/26	Yes	No
Los Banos	Los Banos Wastewater Plant	17963 Henry Miller Avenue, Los Banos, CA, 93635	277	N/A	\$856,703	4/13/26	No	No
Millbrae	Millbrae Chetcuti Building & Complex	621 Magnolia Ave., Millbrae, CA 94030	386	N/A	\$823,184	4/13/26	No	No
Millbrae	Millbrae Rec Center	477 Lincoln Cir, Millbrae, CA, 94030	116	<u>110 / 220</u>	\$399,066	4/13/26	Yes	No
Pacifica	Pacifica Community Center	540 Crespi Dr, Pacifica, CA, 94044	91	<u>50 / 100</u>	\$181,394	4/13/26	Yes	No
San Bruno	San Bruno Aquatic Center	251 City Park Way, San Bruno, CA, 94066	277	N/A	\$429,980	4/13/26	No	No
San Carlos	San Carlos Youth Center	1001 Chestnut St, San Carlos, CA, 94070	30	<u>90 / 180</u>	\$244,881	4/13/26	Yes	No

San Mateo County	San Mateo County HSA Building	2500 Middlefield Rd, Redwood City, CA, 94063	1130	N/A	\$248,468	4/13/26	No	No
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SCHEDULE 2-B

LIST OF GOVPV2 NEW CONSTRUCTION PROJECT SITES

<u>Project Site Owner Name</u>	<u>Project Site Name</u>	<u>Project Site Address</u>	<u>Solar Capacity (kWdc)</u>	<u>Battery Storage Capacity (kW / kWh)</u>	<u>System Contract Price (\$)</u>	<u>New Construction Installation Readiness Deadline</u>	<u>Final Building Permit Approval Deadline</u>	<u>Expected Candidate Site for BESS</u>	<u>Expected EVSE & EVSE Equipment?</u>
Pacifica	P+P Building (Pacifica Civic Center)	1810 Francisco Blvd, Pacifica, CA 94044	100	50 / 100	\$632,148	1/1/26	4/14/26	Yes	Yes
San Mateo County	South San Francisco Wellness Center	1024 Mission Rd, South San Francisco, CA 94080	496	N/A	\$2,487,215	10/3/25	4/14/26	No	Yes
South San Francisco	Orange Memorial Park Aquatic Center	1 Tennis Dr, South San Francisco, CA 94080	163	N/A	\$690,000	11/2/25	4/14/26	No	No

SCHEDULE 2-C

LIST OF GOVPV2 NEW ROOF PROJECT SITES

<u>Project Site Owner Name</u>	<u>Project Site Name</u>	<u>Project Site Address</u>	<u>Solar Capacity (kWdc)</u>	<u>Battery Storage Capacity (kW / kWh)</u>	<u>System Contract Price (\$)</u>	<u>New Roof Installation Readiness Deadline</u>	<u>Final Building Permit Approval Deadline</u>	<u>Expected Candidate Site for BESS</u>	<u>Expected EVSE & EVSE Equipment?</u>
Daly City	Fleet Maintenance	794 Niantic Ave, Daly City, CA 94014	93	N/A	\$522,890	1/11/26	3/29/26	No	Yes
Menlo Park	Belle Haven Child Development Center	410 Ivy Dr, Menlo Park, CA 94025	33	N/A	\$158,976	4/11/26	4/13/26	No	No
Menlo Park	Burgess Pool	501 Laurel St, Menlo Park, CA 94025	55	N/A	\$220,000	1/21/26	4/8/26	No	No
Menlo Park	City Hall	701 Laurel St, Menlo Park, CA 94025	380	N/A	\$1,840,000	11/2/25	3/1/26	No	Yes
Menlo Park	Menlo Park Library	800 Alma St, Menlo Park, CA 94025	230	N/A	\$1,170,226	1/1/26	3/1/26	No	No
Woodside	Town Hall/ Independence Hall	2955 Woodside Rd, Woodside, CA 94062	34	30 / 60	\$658,540	1/1/26	3/31/26	Yes	No

SCHEDULE 2-D

LIST OF GOVPV2 EXISTING CONSTRUCTION PROJECT SITES

<u>Project Site Owner Name</u>	<u>Project Site Name</u>	<u>Project Site Address</u>	<u>Solar Capacity (kWdc)</u>	<u>Battery Storage Capacity (kW / kWh)</u>	<u>System Contract Price (\$)</u>	<u>Final Building Permit Approval Deadline</u>	<u>Expected Candidate Site for BESS</u>	<u>Expected EVSE & EVSE Equipment?</u>
Brisbane	Brisbane Library	163 Visitacion Ave, Brisbane, CA 94005	33	25 / 50	\$230,650	4/8/26	Yes	No
Colma	Colma Police Department	1199 El Camino Real, Colma, CA 94014	104	N/A	\$554,332	3/29/26	No	Yes
Colma	Colma Town Hall	1198 El Camino Real, Colma, CA 94014	69	55 / 110	\$1,172,637	3/28/26	Yes	Yes
Daly City	Serramonte Library	40 Wembley Dr, Daly City, CA 94015	72	N/A	\$298,727	3/28/26	No	No
Daly City	Fire Station 94	444 Gellert Blvd, Daly City, CA 94015	37	N/A	\$152,985	3/28/26	No	Yes
Daly City	Reservoir 5B	65 Margate St, Daly City, CA 94015	95	N/A	\$590,168	3/28/26	No	Yes
Daly City	Bayshore Community Center	450 Martin St, Daly City, CA 94014	108	N/A	\$510,232	3/28/26	No	No
Half Moon Bay	City Hall	501 Main St, Half Moon Bay, CA 94019	37	60 / 120	\$361,596	4/13/26	Yes	Yes
Half Moon Bay	Sheriff's Substation	537 Kelly Ave, Half Moon Bay, CA 94019	73	N/A	\$409,920	4/13/26	No	Yes
Millbrae	Millbrae Corporation Yard	400 East Millbrae ave, Millbrae, CA 94030	128	N/A	\$637,440	4/14/26	No	Yes
Office of Education	San Mateo County Office of Education	101 Twin Dolphin Dr, Redwood	463	N/A	\$2,231,889	3/30/26	No	Yes

		City, CA 94065						
San Carlos	San Carlos Library	610 Elm St, San Carlos, CA, 94070	129	250 / 700	\$899,083	4/7/26	Yes	Yes
San Carlos	San Carlos Adult Community Center	601 Chestnut St, San Carlos, CA, 94070	43	125 / 250	\$1,449,554	3/26/26	Yes	No
City of San Mateo	Beresford Rec Center	2720 Alameda de las Pulgas, San Mateo, CA 94403	76	45 / 135	\$698,100	3/31/26	Yes	Yes
South San Francisco	Corp Yard	550 N Canal St, South San Francisco, CA 94080	114	N/A	\$619,800	3/31/26	No	Yes

SCHEDULE 2-E

LIST OF GOVPV3 EXISTING CONSTRUCTION PROJECT SITES

<u>Project Site Owner Name</u>	<u>Project Site Name</u>	<u>Project Site Address</u>	<u>Solar Capacity (kWdc)</u>	<u>BESS Capacity (kWdc / kWh)</u>	<u>System Contract Price (\$)</u>	<u>Expected Candidate Site for BESS</u>	<u>Expected EVSE & EVSE Equipment?</u>
Daly City	City Hall	333 90 th St, Daly City, CA 94015	194.4	200 / 800	\$2,165,200	Yes	Yes
Redwood City	Police Department	1301 Maple St, Redwood City, CA 94063	54.1	50 / 200	\$517,540	Yes	No
South San Francisco	Police Department	1 Chestnut Ave, South San Francisco, CA 94080	110.9	100 / 400	\$1,046,960	Yes	No

SCHEDULE 3

SYSTEM DESIGNER SERVICES

Administrative Tasks Services

System Designer completed a set of services described below which were scheduled with PCE to meet timeline objectives including NEM 2.0 grandfathering and other project goals.

System Design

System Designer performed site visits at sites as directed by PCE. System Designer subsequently developed solar site plans and designs for those facilities (each “site” is defined as a single point of interconnection). System Designer developed designs and technical documentation for the above sites as necessary to achieve the deliverables set forth below.

Deliverables

- a. For each site, a site visit capturing information required to formulate an adequate solar site plan as part of the interconnection applications process
- b. For each site, a solar site plan
- c. For each site, a preliminary solar design inclusive of a single line diagram (“SLD”)
- d. Provided the minimum required hardware specifications for all disconnects, panelboards, combiner boxes, transformers, and meter enclosures and included the following items only if they met the site plan requirements as part of the interconnection process:
 - i. Voltage (minimum and nominal)
 - ii. Current (minimum)
 - iii. NEMA rating
 - iv. Breaker spaces (minimum for panelboards)
 - v. Phases or Poles
 - vi. kAIC rating (minimum, provided only if Arc Fault / Flash calculations were included in scope)

Existing Designs

PCE may have engaged additional third-party engineering firms for the development of site designs for the purpose of having interconnection applications submitted by System Designer. Those site designs included:

- a. Brief system description
- b. Single Line Diagram
- c. Site plan with solar layout

Deliverables

- a. Upon receipt of technical and other documents, System Designer acknowledged that it reviewed and deemed acceptable all technical and other documentation it needed from PCE to submit interconnection applications.
- b. Assisted in completing any existing designs in the event of incomplete information.

Interconnection Applications

For sites determined by PCE, following the development of the solar site plans and designs, System Designer incorporated those into solar interconnection applications for those sites, which they submitted and managed. PCE may have worked with other engineering firms who generated solar site plans and designs, which System Designer incorporated into solar interconnection applications as well. System Designer prepared, submitted, administered, and oversaw Pacific Gas & Electric Company (“PG&E”) interconnections until and up to they were “deemed complete” by PG&E.

Deliverables

- a. Submitted approved designs to the PG&E interconnection portal in accordance with those designs.
- b. Tracked progress of interconnection applications and report status to PCE.
- c. Responded to information requests from PG&E application administrators promptly and completely to ensure applications are “deemed complete”.
- d. Provided all resulting data and documentation to PCE on completion of application processes.
- e. Received a “deemed complete” status on all solar interconnection applications submitted to PG&E

Production and Financial Analysis

PCE may have requested analysis of sites to determine appropriate customer pricing for systems. If requested, the analysis may have included one or more of the following as determined by PCE:

Deliverables

- a. Using Helioscope, PVSyst or other PCE approved, industry-standard tools, estimated monthly production of energy delivered to electric grid that accounts for any site-specific attributes that would affect onsite generation, such as tree shading, PV module orientation limitations (away from optimal), etc.
- b. Facility load, utility bill, and/or consumption analysis

SCHEDULE 4

CONTRACTOR'S INSURANCE

1. General Conditions

- a. Contractor shall maintain completed operations liability insurance for the term of the Agreement, including the O&M Term, plus the period of time Contractor may be held legally liable for the Services.
- b. Contractor shall maintain policies of insurance in full force and effect, at all times during the term of the Agreement and the performance of the Services, plus the statute of repose or statute of limitations under Applicable Law.
- c. All of Contractor's and Subcontractor's insurance companies shall have a Best's rating of A-VII or better.
- d. All of Contractor's and Subcontractor's insurance policies shall provide not less than forty (45) calendar days' notice of cancellation or material alteration except for the reason of non-payment of premium, for which at least 10-days' notice will be provided. In addition, Contractor shall provide PCE with thirty (30) calendar days' prior, written notice in case of cancellation or non-renewal of any of its or its Subcontractors' insurance policies, except ten (10) calendar days for non-payment of premium. All required endorsements shall be filed with PCE prior to the Effective Date and for a minimum of one year following completion of Contractor's work, or longer if required by the main contract.
- e. If requested by PCE, Contractor shall provide a complete, certified and true copy of any or all of Contractor's or its Subcontractor's insurance policies.
- f. Acceptance of any certificates or endorsements by PCE shall not constitute a waiver of any of Contractor's obligations under the Agreement.
- g. It is Contractor's sole responsibility to require and monitor compliance and appropriate coverage and minimum limits as required herein for any liability coverages for all tiers of Subcontractors. For any coverage required herein where the Contractor shall name PCE and Project Site Owners or others as additional insureds, the Contractor shall require each of its Subcontractors to make such persons additional insureds on such Subcontractors' insurance policies.
- h. If Contractor fails to secure and/or pay the premiums for any of the policies of insurance required herein, or fails to maintain such insurance, PCE may, in addition to any other rights it may have under this Agreement or at law or in equity, terminate the Agreement or secure such policies or policies of insurance for the account of Contractor and charge Contractor for the premiums paid therefor, or withhold the amount thereof from sums otherwise due from PCE to Contractor.
- i. Contractor shall be fully and solely financially responsible for the timely payment of all premiums, deductibles or self-insured retentions for all insurance policies required under this Agreement.

2. Coverage Forms

- a. Contractor's Commercial General Liability Insurance: shall be written on an industry standard

Commercial General Liability Occurrence form (CG 00 01, 12/07) or its equivalent and shall include but not be limited to products/completed operations; premises and operations; blanket contractual; advertising/personal injury; independent contractors. Coverage shall be on an occurrence form with policy limits of not less than:

\$1,000,000 Each Occurrence Bodily Injury & Property Damage

\$1,000,000 Personal & Advertising Injury

\$2,000,000 General Aggregate to apply on a Per Project basis

\$2,000,000 Products/Completed Operations Aggregate

Terms and conditions of coverage shall include:

- i. Per Project Aggregate (CG 25 03) or equivalent.
 - ii. No exclusion for subsidence.
 - iii. No exclusion for damage to work performed by Contractors (CG 22 94 or similar).
 - iv. No exclusion for cross liability for any person / organization.
 - v. No exclusion for explosion, collapse, underground hazards, and liability assumed under an insured contract (including tort liability of another assumed in a business contract).
 - vi. No removal or limitation of the “Damage To Your Work” exclusion exception if the damaged work or the work out of which the damage arises was performed on your behalf by a Contractor.
 - vii. If any work or operations are within fifty feet of any railroad (including any light rail, fixed rail, or other rail systems), Contractor shall obtain Contractual Liability – Railroads Endorsement CG 24 17 or its equivalent.
 - viii. Professional Liability Exclusion shall include exceptions for Construction Means and Methods (CG22 79 or CG 22 80 or their equivalents).
 - ix. Deductibles or Self-Insured Retentions shall be made known and acceptability determined at the sole discretion of Contractor.
- b. Business Auto Liability Insurance: coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) form CA 00 01, written on an occurrence basis to apply to “any auto” or at a minimum “all owned, hired and non-owned autos”, with policy limits of not less than:

\$1,000,000 per accident for bodily injury and property damage

- i. If applicable, Broadened Pollution for Covered Autos shall apply. This requirement may also be satisfied by providing proof of separate Pollution Liability that includes coverage for transportation exposures.
 - ii. If any Services occur within fifty feet of any railroad (including any light rail, fixed rail, or other rail systems), Contractor shall obtain Construction Liability – Railroads Endorsement – CA 20 70 or its equivalent.
- c. Workers’ Compensation and Employers’ Liability-Stop Gap Insurance: Contractor and all Subcontractors of every tier shall provide coverage for industrial injury to their employees (or leased employees as applicable) in strict accordance with the provisions of Applicable Law in the minimum amounts stated below. Workers’ compensation insurance shall be provided in a statutory form on either a state or, where applicable, federal (U.S. Longshore & Harbor Workers Act,

Maritime- Jones Act, etc.) basis as required in the applicable jurisdiction. Contractor shall furnish to PCE certificates of such workers compensation insurance, notwithstanding any statutory exemptions. Such Worker's Compensation and Employers' Liability-Stop Gap policies shall have policy limits of not less than:

\$1,000,000 Bodily Injury by Accident – Each Accident

\$1,000,000 Bodily Injury by Disease – Total Limit

\$1,000,000 Bodily Injury by Disease – Each Employee

- d. Commercial Umbrella or Excess Liability Insurance over Contractor's primary Commercial General Liability, Business Auto Liability and Employers Liability / Stop Gap: All coverage terms required under the Commercial General Liability, Business Auto Liability and Employers Liability/Stop Gap above must be included on the Umbrella or Excess Liability Insurance. Coverage shall be written on an occurrence form with policy limits not less than:

\$10,000,000 Each Occurrence

\$10,000,000 Personal & Advertising Injury

\$10,000,000 Aggregate (where applicable, following the terms of the underlying)

Crane Services Liability. Should the Services include the use of a crane, Contractor and any Subcontractor providing such crane services shall maintain insurance that, at a minimum, shall provide the following Umbrella / Excess Limits of Liability;

\$10,000,000 Each Occurrence

\$10,000,000 Personal & Advertising Injury

\$10,000,000 Aggregate (where applicable, following the terms of the underlying)

The policy shall include coverage for Rigger's Liability and shall not exclude coverage for damage to property being lifted. If not included in the required limits, Rigger's Liability shall be provided in the limits not less than the maximum value of the property lifted at any one time. PCE will accept a separate Rigger's Liability policy in lieu of Contractor's provision of this coverage under its Commercial General Liability policy.

If any Contractor or sub-Contractor maintains Umbrella or Excess limits greater than what is required herein, such limits carried become what we require under this contract.

- e. Pollution Liability Insurance: Contractor shall provide evidence of Pollution Liability insurance; specifically including coverage for mold, covering all operations necessary or incidental to the fulfillment of all contract obligations hereunder. Such insurance shall provide coverage for bodily injury, property damage (including loss of use of damaged property or of property that has not been physically injured), clean- up costs and remediation expenses (including costs for investigation, sampling, characterization, and monitoring), legal costs, defense costs, natural resource damage, transportation of pollutants on and off the project site, and non-owned disposal site liability if the Services include the responsibility of manifesting and disposing of contaminated material or waste

from its activities. Coverage shall also extend to pollution conditions arising out of the Contractor's operations including coverage for sudden as well as gradual release arising from Contractor's operations including operations of any of its Contractor's or consultants. Such insurance shall provide coverage for wrongful acts, which may arise from all activities from the first point of Contractor engagement and shall continue on a practice basis for not less than 36 months after completion of the Services, or the period of time Contractor may be held legally liable for its work, whichever is longer. The retroactive date of any such coverage shall be prior to the commencement of Contractor's work.

Such insurance shall be in an amount of \$10,000,000 per claim or occurrence and \$10,000,000 annual aggregate.

If Contractor maintains Pollution Liability limits greater than what is required under this Agreement, such limits carried become the requirements under this Agreement.

- f. Professional Liability and/or Errors & Omissions: Contractor shall provide evidence of Professional Liability insurance covering claims that arise from the actual or alleged errors, omissions or acts of the Contractor or any entity for which the Contractor is legally responsible, for the provision of all professional services necessary or incidental to the fulfillment of all contract obligations under the Agreement.

Such insurance shall be in an amount of not less than \$10,000,000 each claim / \$10,000,000 aggregate.

If Contractor maintains Professional Liability insurance coverage limits greater than what is required in this Agreement, such limits carried become the requirements under this Agreement what we require under this contract.

The Professional Liability and/or Errors & Omissions policy shall be effective as of the Effective Date. The retroactive date in the current and future policies shall be prior to the commencement of all professional services under this Agreement. Following the completion of the Services, Professional Liability and/or Errors & Omissions coverage shall be maintained for a period not less than 36 months or the period of time Contractor may be held legally liable for its work, (whichever is longer); or an extended reporting period of 36 months following completion of the work shall be purchased.

Coverages shall not include any exclusion or other limitations related to scopes of Services or project type or construction type, or delays in project completion or cost overruns.

- g. Builders' All-Risk Insurance. Contractor shall procure and maintain, at the Contractor's own expense, builders' all-risk and equipment insurance which shall apply to all Systems, Electrification Infrastructure and Equipment, including Equipment stored off-site, in transit or under the care, custody and control of Contractor or a Subcontractor include appropriate riders for specialty equipment as necessary. Contractor and Contractor's insurance carrier(s) hereby waive all rights of subrogation against Contractor and Owner for damage including loss of use.
- i. PCE neither represents nor assumes responsibility for the adequacy of the builders' all-risk insurance to protect the interests of the Contractor. It shall be the obligation of the Contractor to purchase and maintain any supplementary builders' all-risk insurance that it deems necessary to protect its interest in the Work, including without limitation off site stored materials and materials in transit.

- ii. Contractor is solely responsible for loss or damage to its personal property including without limitation; tools, equipment, scaffolding, vehicles, temporary structures or property or materials created or provided under the Subcontract until delivered and accepted or installed at the Project Site. Any insurance provided by Contractor shall include a waiver of subrogation from insurers in favor of Contractor and Owner.

3. Additional Insureds:

Peninsula Clean Energy Authority

Town of Atherton

City of Brisbane

City of Burlingame

Town of Colma

City of Daly City

City of Half Moon Bay

Town of Hillsborough

City of Los Banos

City of Menlo Park

City of Millbrae

City of Pacifica

City of San Bruno

City of San Carlos

City of San Mateo

San Mateo County

San Mateo County Office of Education

City of South San Francisco

Town of Woodside

Additional Insured / Primary-Non Contributory / Waiver of Subrogation Requirements:

- i. To the fullest extent of coverage allowed under Applicable Law, all those persons or entities listed above in this Section 3 of this Schedule 4, shall be named as additional insured on a primary and non-contributory basis for all required lines of insurance coverage under this

Agreement except Statutory Workers Compensation and Professional Liability, arising out of “your work” with respect to work performed by or for the Contractor on behalf of the Contractor. Contractor shall accept General Liability Additional Insured forms CG 20 10 11/85, CG 20 10 10/01 & CG 20 37 10/01 or their equivalent.

- ii. Additional Insured status shall be for all limits carried, not limited to the minimum acceptable as required herein. Contractor’s insurance shall be primary with respect to PCE and Project Site Owners, and any other insurance maintained by PCE shall be excess and not contributing insurance with Contractor’s insurance.
- iii. Additional Insured endorsements that contain comparative fault, vicarious liability or sole negligence limitations of the Contractor, Subcontractor or any other party required by the contract, will not be accepted.

In the event that any insurance policy provided in compliance with this Agreement states that the coverage provided to an additional insured shall be no broader than that required by contract, or words of similar meaning, the Parties agree that nothing in this Agreement is intended to restrict or limit the breadth of coverage or limits available.

- iv. The additional insured status shall remain in full force and effect for the term of this Agreement, including the O&M Term, plus the applicable statute of repose, or the amount of time Contractor is legally liable, whichever is longer.
- v. It is further agreed that the additional insured coverage required under this contract shall not be subject to any defense costs endorsements such as Form IL 01 23 11 13 which allow for the recovery of defense costs by the insurer if the insurer initially pays defense costs but later determines the claims are not covered.
- vi. Contractor shall provide a waiver of subrogation endorsement naming those listed above in this Section 3 of this Schedule 4 (Additional Insured). for all lines of insurance coverage required under this Agreement.
- vii. PCE reserves the right, in its sole and subjective discretion, to reject any Additional Insured forms that are deemed not equivalent to what is required herein.

EXHIBIT A

PORTFOLIO SCOPE OF WORK

This Exhibit A to that certain Amended and Restated Master Engineering, Procurement and Construction Agreement by and between Peninsula Clean Energy Authority, and McMillan Electric, 1480 Folsom Street, San Francisco, CA 94103, California Contractors State License Board No. 268179 dated as of [], 2025 (the “Agreement”) provides additional detail and specification regarding the Services and the Agreement. The scope of Services detailed in this Exhibit A and all attachments thereto shall in no way limit the obligations set forth elsewhere in the Agreement. In the event of a conflict between this Exhibit A and the Agreement, the terms and conditions of the Agreement control. Capitalized terms used in this Exhibit A, unless otherwise defined herein, shall have the meanings assigned to them in the Agreement.

Equipment Specifications

- The solar components of the Systems shall be fixed-axis solar photovoltaic (“PV”).
- All Equipment shall be UL-listed and NEMA-certified wherever such standards are applicable. Without limiting the foregoing, each BESS shall be certified to the UL 9540 standard.
- Solar panels shall be on the BloombergNEF PV Module Tier 1 List, or modules of equivalent quality and warranty terms approved in writing by PCE or the Independent Engineer.
- Inverters shall have quality and warranty terms approved in writing by PCE with integrated fleet monitoring capabilities.
- Batteries, if applicable, shall be of Lithium-ion or Lithium Iron Phosphate technology or equivalent quality and with warranty terms approved in writing by PCE.
- All Equipment shall meet all applicable electrical and safety codes and standards, including, but not limited to the National Electric Safety Code and the National Electrical Code, as they may be amended or superseded from time to time, criteria, rules and standards of any successor organizations, requirements of Governmental Authorities, including, but not limited to, local building departments and applicable fire safety standards.
- PV panel mounting systems shall limit roof and other surface penetrations to minimize damage to Project Site structures and improvements and shall not void existing roof warranties if such warranties are in force.
- Each meter installed under the Agreement shall be revenue grade and shall meet all ANSI-C12 standards.
- Each carport PV structure shall provide minimum and maximum clearances from the applicable parking surface approved in writing by PCE.
- Carport structures shall be provided with CA Title 24 compliant parking lot lighting.

Contractor shall propose all Equipment, materials, means, and methods to PCE in advance of purchases. PCE’s written approval shall be required for all Substantial Equipment used in the Services. PCE may delegate approval of Substantial Equipment to its Independent Engineer.

1. Site Access or Use Restrictions

- a. The Project Sites are active facilities and as such, the safety of the employees and public is of utmost importance in proceeding with the installation of the Systems and Electrification Infrastructure.
- b. The Contractor shall perform construction services at the Project Sites only on Monday – Friday, 6:00 a.m. – 5:30 p.m., subject to alternate work hours as required by an applicable Project Site Owner. As the Project Sites are active sites, Contractor shall include a proposed Project Site use

map which will identify relevant staging areas, laydown areas, if any, as well as Project Site access and delivery points.

- c. Contractor shall provide and maintain temporary construction fences and suitable temporary barriers as required preventing public entry and protect the Services and existing facilities, persons, and trees and plants from damage or injury from construction operations. Temporary barriers shall be maintained in a structurally sound condition and neat appearance.
- d. Contractor shall restore all surfaces to existing conditions including all cutting, patching and painting.

2. Examination of the Sites

- a. The Contractor shall visit the Project Sites and determine the local conditions which may in any way affect the performance of the Services; familiarize itself with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the Services, including the cost of Governmental Authorizations required for the Services; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the Project Sites or where Services are to be performed, as it may deem necessary for performance of the Services; determine the character, quality, and quantities of the Services to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations.

3. Permits and Approvals

- a. Costs for on-site inspection shall be borne by the Contractor. Contractor shall obtain and pay for local building permits, inspection fees, plan checking fees, and Utility fees, including but not limited to any Rule 21 or PG&E interconnection fees and costs. Contract shall include permitting and compliance costs with specified requirements in the Contract Price. Contractor shall identify, prepare and submit on behalf of PCE the applications for the following necessary permits, easements, fees and/or other Governmental Approvals in connection with the Services, including but not limited to, interconnection agreements and net-metering applications with PG&E. Contractor shall pay for such permits and fees which the Contractor shall be responsible for obtaining on the applicable Project Site Owner's behalf.
- b. Such fees include, but are not limited to: Plan check and/or approval fees (b) electrical connection and service fees, (c) other connection or service fees.
- c. Contractor shall produce the necessary applications, plans and specifications to obtain a building permit from each applicable Governmental Authority having jurisdiction over each System and Electrification Infrastructure and from the Utility. The construction documents shall as a minimum include a module layout diagram, module mounting system diagram, single line electrical diagram, submittal documents for all material, equipment and mounting structures / systems and any other supporting documentation required by the applicable Governmental Authority and the Utility to obtain building permits and net metering operating agreements.
- d. Contractor shall be required to comply with all conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("General Permit"). Contractor shall be responsible for filing the Notice of Intent and for obtaining the General Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work on a Project Site. It shall be the Contractor's responsibility to evaluate the cost of procuring the General Permit and preparing the SWPPP, as well as complying with the SWPPP and any necessary revision to the SWPPP to address Storm water impacts.

- e. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall provide PCE with confirmation of all permits and approvals prior to construction.

4. CEQA

- a. Contractor shall be responsible for preparation of all necessary California Environmental Quality Act (“CEQA”) analysis, documentation and notifications if PCE determines, after hiring an independent CEQA consultant, that the Work is subject to CEQA documentation. Accordingly, PCE will exercise its independent judgment over any and all CEQA analysis and documentation provided by Contractor. PCE has yet to determine the appropriate level of CEQA review for the Work. Contractor shall be responsible for hiring, at its expense, an independent CEQA consultant as approved in writing by PCE and shall coordinate and help outline potential costs and timing associated with preparation of each possible level of CEQA documentation (e.g., Exemption, Negative Declaration, Mitigated Negative Declaration, Environmental Impact Report, etc.) if necessary. Contractor and PCE shall meet and coordinate as soon as possible after the Effective Date to begin the CEQA compliance process.

5. PG&E Utility Interconnection

- a. Contractor shall select the interconnection point to the building electrical panel or subpanel for each Project Site, subject to approval by PCE.
- b. The Contractor shall supply and install all equipment required to interconnect the Systems to the Utility distribution system. The Contractor shall fulfill all applications, studies, and testing procedures to complete the interconnection process, including the execution of each Site’s interconnection agreement. All costs associated with Utility interconnection, aside from work related to interconnection already performed by Peninsula Clean Energy, shall be borne by the Contractor.
- b. Contractor shall integrate the System to the building in full accordance with PG&E tariffs, agreements and guidelines.
- c. Contractor shall manage all activities related to scheduling a pre-parallel inspection and final System testing and signoff by PG&E through receipt of Permission to Operate.
- d. Contractor shall, for projects requiring underground installation and/or wiring, utilize either trenching or directional boring at the discretion of the Contractor.

6. Equipment Minimum Manufacturer Warranties

- a. All manufacturer warranty periods for Equipment shall commence on the Final Completion Date for the applicable System, BESS or Electrification Infrastructure.
- b. Contractor shall procure and install solar modules that contain a 40-year manufacturer’s warranty.
- c. Contractor shall procure and install inverters that contain a 15-year manufacturer’s warranty.
- d. Contractor shall procure and install mounting systems and Equipment that contain a 25-year manufacturer’s warranty for rooftop arrays, 15-year manufacturer’s warranty for carport arrays, and 20-year warranty for ground mount arrays.
- e. Contractor shall procure and install Monitoring Systems that contain a 5-year manufacturer’s warranty.
- f. Contractor shall provide all required service and maintenance for the Systems and associated components for a period of 20 years following acceptance of the Final Completion Date.

7. Geotechnical & Geo-Hazards Investigation

- a. Contractor shall provide a geotechnical & geohazards investigation as an integral part of the design

of each System and Electrification Infrastructure. Contractor shall evaluate subsurface conditions which will influence bearing capacities, expansiveness, and settlement potential. The level of effort involved shall be sufficient to enable the Contractor to ascertain significant over-excavation, backfill compaction, corrosion protection, seismic, and other special requirements, and provide design criteria recommended for the System and Electrification Infrastructure design. Contractor shall provide a soils report to PCE for each Project Site describing test methods, results, and conclusions.

- b. Geotech reports for carport sites will be provided to help mitigate any potential spread footing issues.

8. Underground Facility Verification

- a. Potholing of existing utilities that may be in conflict with the Plans will be required. The Contractor shall pothole the areas needed to prepare the design for the applicable System and Electrification Infrastructure, if applicable. The Contractor shall provide the surveying and coordination with utility companies to have the utilities marked out prior to potholing.
- b. The Contractor shall also be responsible for obtaining necessary encroachment permits for the potholing.
- c. The Contractor shall prepare all traffic control plans required in conjunction with encroachment permits for potholing.
- d. The Contractor will be held responsible to repair or replace any marked utility and all affected areas disturbed by their digging. Unmarked, unflagged utility that could not be found through reasonable scanning the contractor will coordinate repairing or replacing with PCE if damaged.

9. Installation

- a. Contractor shall be entirely responsible to bear all costs necessary provide turnkey Systems and Electrification Infrastructure as contemplated herein including permits, design, engineering, procurement, installation, testing and commissioning of the Systems and Electrification Infrastructure.
- b. The Contractor shall supply all equipment, materials, and labor necessary to install the Systems and Electrification Infrastructure and integrate them with other power sources.
- c. Contractor shall provide project management, scheduling, oversight, quality control procedures associated with its scope throughout Project duration.
- d. Contractor shall provide written weekly construction updates.
- e. Contractor shall furnish and install PV racking, PV panels, PV inverters, conduit, wire, grounding and monitoring equipment.
- f. The Contractor is responsible for all handling of Equipment including material unloading, lifting, storage and mobilizing as required to complete the Services. Contractor shall coordinate Equipment delivery according to the Project Schedule.
- g. Any defective or damaged solar panels not returned to manufacturer and needing disposal will be recycled.
- h. All temporary rest rooms, power, and potable drinking water for the Project Sites are the responsibility of Contractor.
- i. All temporary fencing, barricades, secured containers, and other forms of protection as required to protect personnel, general public and all equipment from injury or damage during construction will be the responsibility of Contractor.
- j. Contractor shall design and install all necessary footings and piers. Contractor shall perform all potholing, utility locating, trenching, trench repair and directional boring.
- k. Contractor shall calibrate each meter per manufacturer specifications.

10. System Startup and Commissioning

- a. Contractor shall commission the Systems and Electrification Infrastructure in accordance with all manufacturer and Governmental requirements.
- b. Contractor shall be responsible for replacing defective components at no additional cost to PCE should any equipment or component of the System, Electrification Infrastructure or structures, including but not limited to the solar panels, inverters or solar mounting system, is found to be defective before or during start-up and testing.
- c. Contractor shall arrange and participate in all inspections by the applicable Governmental Authority for all Governmental Authorizations needed prior to or during construction.
- d. Contractor shall develop and deliver one (1) electronic copy per Project Site of the System Operations Manual prior to staff training.
- e. Contractor shall develop and deliver one (1) electronic copy of “As-Built” record drawings per Project Site in pdf and CAD format prior to staff training.
- f. Contractor shall provide training to designated PCE and Project Site Owner staff in all aspects of routine operation, maintenance and safety of the Systems and Electrification Infrastructure. During the start-up, Contractor shall observe and verify the performance of each System and Electrification Infrastructure. Required commissioning and acceptance test services include:
 - i. Starting up Systems and Electrification Infrastructure for testing purposes until they achieve the performance requirements established pursuant to Section 2.7 of the Agreement;
 - ii. Conducting the performance testing over a consecutive twenty-four (24) hour period; and Ensuring that each System is capable of successful delivery of the expected electricity generation for such System as indicated on Schedule 2 of the Agreement.

11. Performance Monitoring

- a. Contractor shall provide PCE with written validation criteria to assess the performance of the Systems. Validation criteria shall be provided for individual panels, strings, and inverters. Such criteria shall be based on OEM specifications that provide a baseline for projected Equipment performance and shall account for module temperature and irradiance in order to allow Contractor and PCE to accurately assess the performance of the applicable System, subsystem and components. The validation criteria shall be provided as a design deliverable.
- b. Contractor shall at each Project Site furnish, install, test and commission a web-based, revenue-grade performance monitoring system provided by the selected inverter equipment provider, that will provide real time monitoring of the applicable System (“Monitoring System”). Each Monitoring System shall at a minimum measure the kilowatts and kilowatt-hours of the applicable System electrical production by the hour, day, month and year at the inverter level.
- c. PCE and each Project Site Owner shall be registered as the license owner to the applicable Monitoring System and shall have full access to such Monitoring System. Each Monitoring System shall allow PCE to download from the website at any time.
- d. Each Monitoring System shall have data back-up capability and configured for regular data backup. Each Monitoring System will provide the applicable System electricity output on a real time and cumulative basis.
- e. Contractor responsibility for data wiring at each Project Site shall be limited to wiring from the Systems to the nearest electrical room. PCE shall require Project Site Owners to provide the following Internet connectivity elements:
 - i. Hard-wired ethernet port for connection to System equipment, within 50 physical feet of electrical room; or if such hardwired port is not feasible, 24/7 WiFi;
 - ii. IT support as needed to provide Internet connectivity via that ethernet connection; and a

dedicated IP address for equipment.

12. GovPV1 Systems

- a. The GovPV1 Systems are in various stages of project development and/or construction and, as such, require a scope of work that may vary from the Scope of Work set forth herein, depending on the Milestones previously achieved by the GovPV1 Contractor and the extent and completeness of Prior Work relative to the terms and conditions of this Agreement. Contractor shall review the Prior Work conducted for each GovPV1 System in detail with PCE and determine the remaining Services necessary to complete all Work on such Systems.

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ATTACHMENT A-1

BESS NOTICE TO PROCEED AND BASIS OF DESIGN

I. NOTICE TO PROCEED PROCESS FOR BESS

A. Preliminary Design.

A.1. If PCE determines that it wishes for Contractor to perform preliminary design work for a BESS at a Project Site, it shall issue a written preliminary notice to proceed to Contractor, signed by a duly authorized agent of PCE (“Preliminary BESS Notice to Proceed”). Upon issuance of a Preliminary BESS Notice to Proceed, Contractor shall engage with the applicable Project Site Owner to determine the energy storage and backup electricity supply needs of such Project Site Owner, the critical loads at the Project Site and other factors as specified by PCE (“Project Site BESS Needs”).

A.2. If Contractor determines that it has enough information to provide written BESS Basis of Design meeting the requirements set forth in Section II of this Attachment A-1 and the Project Site BESS Needs, it shall proceed to provide the BESS Basis of Design to PCE.

A.3. If Contractor determines that additional investigation or design work, such as placement of temporary submeters on the Project Site, further engineering work, is needed to provide the BESS Basis of Design meeting the requirements set forth in Section II of this Attachment A-1 and the Project Site BESS Needs, then Contractor shall propose a scope of Work, a quotation for time and materials rates and a not-to-exceed price for such Work (“BESS Supplemental Review Proposal”).

A.4. There shall be no payment owed to Contractor by PCE or any Project Site Owner for the preliminary design work set forth in Section I(A) of this Attachment A-1.

B. Supplemental Review. If PCE approves Contractor’s BESS Supplemental Review Proposal in writing signed by a duly authorized agent of PCE, the following terms of this Section I(B) of this Attachment A-1 shall apply:

B.1. Contractor shall conduct the Work set forth in the BESS Supplemental Review Proposal and then provide PCE with a BESS Basis of Design meeting the requirements set forth in Section II of this Attachment A-1 and Project Site BESS Needs along with a detailed invoice setting forth Contractor’s time spent and materials procured, if any, applying the rates set forth in the BESS Supplemental Review Proposal (the “Supplemental Review Invoice”).

B.2. PCE shall review the Supplemental Review Invoice and, if reasonably approved by PCE, subject to Sections 5.2(f) and (h) of the Agreement, the amount due pursuant to such invoice shall be paid by PCE net thirty (30) Business Days from such approval.

C. Procurement and Construction. If PCE approves the BESS Basis of Design, it shall issue a notice to proceed to Contractor for such BESS signed by a duly authorized agent of PCE (the “BESS Final Notice to Proceed”), the BESS shall become a component of the System at such Project Site, and all other terms and conditions of the Agreement shall apply with respect to the BESS, except Section 2.2 of the Agreement shall be replaced with the following:

“Design and Engineering Services. Contractor shall be responsible for providing all additional design and engineering services necessary to deliver to PCE completed and fully operational Systems meeting all terms, conditions and covenants of this Agreement including, but not limited to, all warranties. Contractor is responsible for the design, engineering and construction of the Systems and shall use the design and engineering standards of care applicable to projects or work of similar size, complexity, quality and scope in performing the Work. Contractor shall collect the necessary Project Site information to complete the design and engineering of the Systems. Contractor shall evaluate existing building site conditions to validate the integrity of existing structures seismic conditions, and related capabilities of the Project Sites to safely enable the Systems’ construction and continued operations . Contractor shall engage a licensed professional engineer to perform the necessary calculations and analysis to ensure that each of the Project Sites is capable of supporting all required Systems. The Change Order process set forth in Article 3 of the Agreement shall apply to any changes to the BESS Basis of Design.”

II. MINIMUM BATTERY SPECIFICATIONS AND SERVICES TO BE INCLUDED IN BESS BASIS OF DESIGN

Each BESS Basis of Design shall contain the following elements:

- A. BESS design satisfying Project Site Owner BESS Needs and specifications
- B. BESS Contract Price
- C. Single line diagram
- D. Equipment specifications (manufacturers, models)
- E. Nameplate and Usable kWh and energy charge/discharge quantification
- F. Maximum continuous kW for charge and discharge
- G. Equipment warranty periods with minimum 10 year OEM warranty
- H. Degradation schedule
- I. Any limitations on use (e.g., cycles per day or year) relevant to maintaining warranties, how such usage is measured and which entity measures such usage
- J. Estimated deviations from the Milestone deadlines set forth in Exhibit D-5 only if reasonably necessary in light of equipment supply, Utility or Project Site Owner-related reasons
- K. Details regarding Contractor’s performance guarantee, including, but not limited to liquidated damages owed to PCE as a result of failure to achieve such guarantee.
- L. Details regarding the BESS Monitoring & Control Platform, including, but not limited to, BESS performance and operation data types and content, alerts and applicable triggers, service features, training, service level standards, customer service and technical support, authorized user access requirements, cyber protection, license terms.

M. Additional specifications and detail as mutually agreed upon by the Parties

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ATTACHMENT A-2

ELECTRIFICATION INFRASTRUCTURE NOTICE TO PROCEED AND BASIS OF DESIGN

I. NOTICE TO PROCEED PROCESS FOR ELECTRIFICATION INFRASTRUCTURE

A. Preliminary Design.

A.1. If PCE determines that it wishes for Contractor to perform preliminary design work for Electrification Infrastructure at a Project Site, it shall issue a written preliminary notice to proceed to Contractor, signed by a duly authorized agent of PCE (“Preliminary Electrification Infrastructure Notice to Proceed”). Upon issuance of a Preliminary Electrification Infrastructure Notice to Proceed, Contractor shall engage with the applicable Project Site Owner to determine the Electrification Infrastructure needs of such Project Site Owner (“Project Site Electrification Infrastructure Needs”).

A.2. If Contractor determines that it has enough information to provide written Electrification Infrastructure Basis of Design meeting the requirements set forth in Section II of this Attachment A-2 and the Project Site Electrification Infrastructure Needs, it shall proceed to provide the Electrification Infrastructure Basis of Design to PCE.

A.3. If Contractor determines that additional investigation, design, procurement or engineering work is needed to provide the Electrification Infrastructure Basis of Design meeting the requirements set forth in Section II of this Attachment A-2 and the Project Site Electrification Infrastructure Needs, then Contractor shall propose a scope of Work, a quotation for time and materials rates and a not-to-exceed price for such Work (“Electrification Infrastructure Supplemental Review Proposal”).

A.4. There shall be no payment owed to Contractor by PCE or any Project Site Owner for the preliminary design work set forth in Section I(A) of this Attachment A-2.

B. Supplemental Review. If PCE approves Contractor’s Electrification Infrastructure Supplemental Review Proposal in writing signed by a duly authorized agent of PCE, the following terms of this Section I(B) of this Attachment A-2 shall apply:

B.1. Contractor shall conduct the Work set forth in the Electrification Infrastructure Supplemental Review Proposal and then provide PCE with a Electrification Infrastructure Basis of Design meeting the requirements set forth in Section II of this Attachment A-2 and Project Site Electrification Infrastructure Needs along with a detailed invoice setting forth Contractor’s time spent and materials procured, if any, applying the rates set forth in the Electrification Infrastructure Supplemental Review Proposal (the “Supplemental Review Invoice”).

B.2. PCE shall review the Supplemental Review Invoice and, if reasonably approved by PCE, subject to Sections 5.2(f) and (h) of the Agreement, the amount due pursuant to such invoice shall be paid by PCE net thirty (30) Business Days from such approval.

C. Procurement and Construction. If PCE approves the Electrification Infrastructure Basis of Design, it shall issue a notice to proceed to Contractor for such Electrification Infrastructure signed by a duly authorized agent of PCE (the “Electrification Infrastructure Final Notice to Proceed”),

and all other terms and conditions of the Agreement shall apply with respect to the Electrification Infrastructure, except Section 2.2 of the Agreement shall be replaced with the following:

“Design and Engineering Services. Contractor shall be responsible for providing all additional design and engineering services necessary to deliver to Project Site Owners completed and fully operational Electrification Infrastructure, if applicable, meeting all terms, conditions and covenants of this Agreement including, but not limited to, all warranties. Contractor is responsible for the design, engineering and construction of the Electrification Infrastructure and shall use the design and engineering standards of care applicable to projects or work of similar size, complexity, quality and scope in performing the Work. Contractor shall collect the necessary Project Site information to complete the design and engineering of the Electrification Infrastructure. Contractor shall collect the necessary Project Site information to complete the design and engineering of the Electrification Infrastructure. Contractor shall evaluate existing building site conditions to validate the integrity of the existing structure’s seismic conditions and related capabilities of the Project Sites to safely enable the construction and continued operation of the Electrification Infrastructure. Contractor shall engage a licensed professional engineer to perform the necessary calculations and analysis to ensure that each of the Project Sites at which Electrification Infrastructure is to be installed is capable of supporting all such Electrification Infrastructure. The Change Order process set forth in Article 3 of the Agreement shall apply to any changes to the Electrification Infrastructure Basis of Design.”

II. MINIMUM SPECIFICATIONS AND SERVICES TO BE INCLUDED IN ELECTRIFICATION INFRASTRUCTURE BASIS OF DESIGN

Each Electrification Infrastructure Basis of Design shall contain the following elements:

- A. Electrification Infrastructure design satisfying Project Site Owner Electrification Infrastructure Needs and specifications
- B. Electrification Infrastructure Contract Price
- C. Single line diagram, if required for the applicable Electrification Infrastructure in order to obtain Governmental Authorizations and/or in accordance with Prudent Practices
- D. Equipment specifications (manufacturers, models)
- E. Electrification Infrastructure performance specifications
- F. Equipment warranty periods
- G. Estimated deviations from the Milestone deadlines set forth in Exhibit D-6 only if reasonably necessary in light of equipment supply, Utility or Project Site Owner-related reasons
- H. Commissioning services, if applicable to the Electrification Infrastructure
- I. Form of title transfer documentation to be used to transfer title of the Electrification Infrastructure to Project Site Owner
- J. Additional specifications and detail as mutually agreed upon by the Parties

III. ELECTRIFICATION INFRASTRUCTURE MILESTONE DEFINITIONS

- A. Contractor shall not be required to achieve Substantial Completion with respect to Electrification Infrastructure.
- B. With respect to Electrification Infrastructure, “Final Completion” shall mean:
 - B.1. Contractor has completed the engineering, procurement, and construction Work pursuant to the terms and conditions of this Agreement with respect to such Electrification Infrastructure;
 - B.2. The Electrification Infrastructure is in all respects capable of commercial operation as designed;
 - B.3. All remaining electrical systems have been checked and are ready for operation and the Electrification Infrastructure has passed the Electrification Infrastructure Installation Checklists and Acceptance Tests;
 - B.4. Contractor has verified that the Electrification Infrastructure may be initially operated without damage to the Project Site or any other property and without injury to any person;
 - B.5. Contractor has certified that Contractor has obtained all Governmental Authorizations necessary for the installation and operation of the Electrification Infrastructure on or prior to the date on which each such Governmental Authorization is or was required. Copies of the documentation of any such Governmental Authorizations shall be attached to the Substantial Completion Certificate;
 - B.6. Final Building Permit Approval has been obtained;
 - B.7. Contractor has provided PCE with all documentation required under Section 2.26 of the Agreement;
 - B.8. Contractor has provided Project Site Owner personnel a basic training covering safety, key equipment, disconnects, preventative maintenance recommendations, and other information as needed to provide such personnel an appropriate familiarity with the applicable Electrification Infrastructure;
 - B.9. All of Contractor’s materials and waste have been removed from the Project Site and properly disposed of in accordance with Section 2.23 of the Agreement;
 - B.10. Contractor has delivered unconditional lien waivers with respect to any Work that could result in a Lien on the Electrification Infrastructure or the Project Site pursuant to Section 5.2(c) of the Agreement; and
 - B.11. The Electrification Infrastructure has been installed in conformance with the terms and conditions of this Agreement.
 - B.12. Contractor has certified that Contractor has obtained all Governmental Authorizations and Utility Approvals necessary for the installation and operation of the Electrification Infrastructure on or prior to the date on which each such Governmental Authorization or Utility Approval is or was required. Copies of the documentation of any such Governmental

Authorizations and Utility Approvals shall be attached to the Substantial Completion Certificate; and

B.13. All requirements imposed by the Utility for testing and interconnection of the Electrification Infrastructure have been satisfied, including having been connected to the Utility's distribution system.

- D. Final Completion Certificate. When Contractor believes it has achieved Final Completion for the Electrification Infrastructure, it shall deliver to PCE an executed Final Completion Certificate in the form attached hereto as Exhibit G-2, certifying the achievement of each of the criteria of Final Completion set forth in Section with respect to such components of such Electrification Infrastructure and each other representation and warranty set forth in such Final Completion Certificate. PCE shall notify Contractor within fifteen (15) Business Days in writing whether it concurs that the conditions to Final Completion have been satisfied or which conditions it believes Contractor has failed to satisfy, in which event Contractor shall perform such additional Work to achieve Final Completion for the Electrification Infrastructure. Thereafter, Contractor shall have the right to issue another notice of Final Completion. The foregoing procedures shall be repeated, if necessary, until PCE has determined that Contractor has achieved Final Completion for the Electrification Infrastructure and has provided written notice of such determination to Contractor ("Final Completion Notification") which such notification shall include the date on which PCE deems Final Completion to have occurred for the applicable Electrification Infrastructure (the "Final Completion Date"). The full remaining balance of the Electrification Infrastructure Contract Price for such Electrification Infrastructure shall be due net thirty (30) Business Days from the date of the Final Completion Notification for the Electrification Infrastructure.

ATTACHMENT A-3

SAFETY REQUIREMENTS

Contractor is responsible for safety of all direct and subcontracted personnel under their contract, and for the safety of their work and all others in the areas of the Project Sites. In addition to all terms and conditions of the Agreement, Contractor shall undertake the following safety measures with respect to the Project Site:

1. Prior to beginning construction, Contractor shall provide PCE and Project Site Owner with a comprehensive onsite construction management and safety plan for the construction of the System and Electrification Infrastructure in accordance with all applicable laws, policies and OSHA compliant safety practices (“Safety Plan”). The Safety Plan should include, at a minimum, the addresses of local emergency medical facilities, project directory, information on Subcontractors, coordination with Project Site Owner staff during specific construction tasks, and communication protocols.
2. Provide all required safety and identification placards as required by code, including, but not limited to Utility-required System directory placard and Utility safety switch identification placard as required by local utility company, to identify all System components.
3. Contractor shall report any accidents in writing to PCE within twenty-four (24) hours.
4. Contractor shall ensure that:
 - a. Safeguards are implemented and maintained for each Project Site that are sufficient to address reasonably foreseeable incidents;
 - b. Equipment, material, and supplies are sufficient and accessible to operate the Systems and Electrification Infrastructure safely and reliably;
 - c. Operating personnel are trained, equipped, and capable of responsible operation and maintenance of the Systems and Electrification Infrastructure, including identifying and responding to emergencies, originating from or impacting the Systems, Electrification Infrastructure and Project Site;
 - d. The material components and control systems are designed, manufactured, and configured to meet the standard of durability and safety generally used for electric power and/or energy storage facilities operating within Utility’s territory;
 - e. The Project is appropriately designed, engineered, constructed, installed, operated, maintained, monitored, and tested to ensure it continues to function safely, reliably, and consistent with the intended design specifications, Applicable Laws, Utility requirements and Governmental Authorizations and over the complete range of environmental conditions reasonably expected to occur at each Project Site;
 - f. Industry standard lock-out, tag-out safety procedures shall be followed at all times; and
 - g. All personnel within the perimeter of the construction zone shall wear proper personal protective equipment without any exception.
5. Once the photovoltaic modules have been mounted, the installation crew must have a minimum of one licensed electrician on site during all working hours when electrical work is being performed. During all times when electrical work or any work on a roof is being performed, Contractor shall maintain an

installation crew with a minimum of two people working together.

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EXHIBIT B

OPERATIONS AND MAINTENANCE SCOPE

This Exhibit B to that certain Amended and Restated Master Engineering, Procurement and Construction Agreement by and between Peninsula Clean Energy Authority, and McMillan Electric, 1480 Folsom Street, San Francisco, CA 94103, California Contractors State License Board No. 268179 dated as of [], 2026 (the “Agreement”) provides the scope of Operations and Maintenance Services to be provided by Contractor during the O&M Term (as defined below). The scope of Operations and Maintenance Services detailed in this Exhibit B and all attachments thereto shall in no way limit the obligations set forth elsewhere in the Agreement. In performing the Services set forth in this Exhibit B, Contractor shall at all times comply with all terms and conditions set forth in the Agreement. In the event of a conflict between this Exhibit B and the Agreement, the terms and conditions of the Agreement control. Capitalized terms used in this Exhibit B, unless otherwise defined herein, shall have the meanings assigned to them in the Agreement.

Contractor will provide the Operations and Maintenance Services set forth in this Exhibit B for each System for a period of 20 years after the Final Completion Date for such System (the “O&M Term”):

- 24/7 Professional Monitoring
- Remote Diagnosis
- Service Scheduling and dispatch
- Maintaining updated incident, response, and resolution log, accessible by PCE staff, for all O&M issues identified and/or responded to during contract term
- Customer Service & Support for the System expected life
- Monthly Performance reports
- Preventative maintenance
- Performance Guarantee
- BESS operational settings monitoring and adjustments
- System Repairs
- Annual “checkup” of the Systems and annual washing of the modules
- Complete maintenance and repairs of the Systems in accordance with providing the included performance guarantee

I. System Monitoring

Contractor will monitor the Systems’ electricity production, inverter performance, fault identification, and alarms in order to identify performance issues with the Systems and coordinate maintenance, repairs or other resolution as needed. Contractor shall immediately notify PCE and the applicable Project Site Owner of any condition that could diminish insolation of the applicable System, including, but not limited to, any

sources of shading. As of the Effective Date, the Parties agree that Contractor shall provide PCE access to an online portal for monitoring Systems performance (the “PV Monitoring Platform”). PCE and each Project Site Owner will also have access to the PV Monitoring Platform, including any licensing rights to access such system, via Internet in perpetuity for specific PCE personnel as desired by PCE. PCE will have electronic access to production statistics as frequently as desired. The PV Monitoring Platform shall be provided at Contractor’s sole cost and expense.

If, after the Effective Date, the PV Monitoring Platform becomes unavailable or the Parties agree that it should be replaced with an alternate monitoring system, Contractor shall contract for an alternate monitoring system meeting as agreed to in writing by PCE.

Contractor shall use local weather data to adjust each System’s Guaranteed Generation for extreme weather conditions in accordance with Prudent Practices based on satellite data or available data from a locally installed weather station at the applicable Project Site owned and properly maintained by the applicable Project Site Owner.

Contractor will similarly monitor the BESS in order to identify performance issues with the BESS components of the Systems and coordinate maintenance, repairs or other resolution as needed. As of the first provision by PCE of a BESS Final Notice to Proceed for a BESS, the Parties agree that Contractor shall provide PCE access to an online portal for monitoring performance of all BESS in the Portfolio (the “BESS Monitoring & Control Platform”). The BESS Monitoring & Control Platform, and/or the end BESS Equipment directly, shall be able to communicate through industry standard protocols and integrate with Peninsula Clean Energy’s Distributed Energy Management System (DERMS).

PCE and each Project Site Owner will also have access to the BESS Monitoring & Control Platform, including any licensing rights to access such system, via Internet in perpetuity for specific PCE personnel as desired by PCE. PCE will have electronic access to production statistics and control platform as frequently as desired. The BESS Monitoring & Control Platform shall be provided at Contractor’s sole cost and expense.

The BESS Monitoring & Control Platform shall provide PCE all the information required for effectively monitoring BESS performance and configuring BESS dispatch to meet BESS performance obligations and expectations of the Project Site Owner. The BESS Monitoring & Control Platform will enable PCE to monitor and control key BESS performance metrics, including but not limited to:

- Current BESS status (state of charge, idle, charging, discharging, ready/not-ready, active alerts)
- Historical performance at no less than 5-min intervals
- Number of use cycles
- BESS configuration and control, including charge/discharge scheduling, custom dispatch modes, SOC reserve capacity

As with the PV Monitoring Platform, the BESS Monitoring & Control Platform shall enable PCE to provide the end customer access to an online website specific to each System that provides curated information about the BESS and, if enabled by PCE, configuration and control capabilities.

If, after the Amended Agreement Effective Date, the BESS Monitoring & Control Platform becomes unavailable or the Parties agree that it should be replaced with an alternate monitoring system, Contractor shall contract for an alternate monitoring system meeting as agreed to in writing by PCE.

Contractor shall monitor the Systems to ensure that Internet connectivity between each of the PV and the

respective PV Monitoring Platform, and each BESS and the respective BESS Monitoring & Control Platform, is maintained on a constant basis and that such Systems and BESS remain disconnected from such platforms no more than twenty-four (24) hours per year, exception an Internet disconnection that occurs as a result of Project Site Host's failure to provide Internet at the Project Site via ethernet or WiFi, or an Internet disconnection that occurs as a result of the action of a Project Site Host, its agent or invitee. In the event of such disconnection, Contractor shall take action to reconnect the applicable PV or BESS within two (2) Business Days.

- A. **Annual Checkup** Contractor shall perform an annual inspection of the system to ensure it continues to be installed and operating properly and is meeting its performance requirements. The inspection shall include inspection of the entire System for any mechanical, electrical, or visible structural impairments, as well as a site safety inspection for visually observable issues that could create hazards to property or personnel. The inspection shall include general visual checks for obvious water infiltration through any roof or building penetrations made for the System, but shall not include a comprehensive roof inspection. With respect to Systems that include BESS, the inspection shall also include a review of fire safety and risks associated with the BESS, troubleshooting and resolution of any operational issues, such as problems implementing desired charge/discharge schedules. A record of the inspection and any activities performed shall be entered into the shared log with PCE Staff.

II. Complete Maintenance and Repair

- A. Complete maintenance and repair services set forth in this Section III of Exhibit B to be provided under Article 4 of the Agreement as first resort, then by Contractor pursuant to this Exhibit B.
- B. Maintenance of the System will be performed by the Contractor in a timely manner to ensure proper functioning throughout this agreement. Maintenance service is defined by checking the proper functionality of the parts of the System, their maintenance, their repairs as well as the replacement of any defective part. PCE and Contractor note that neither PCE nor Contractor are responsible for repair and replacement of major equipment after the expiration of the applicable warranties.
- C. Contractor will charge the replacement parts not under warranty with no mark up.

III. Performance Guarantee

- A. Performance Guarantee for Photovoltaic Components of System

Contractor covenants and guarantees that the PV components of each System shall generate at least ninety-five percent (95%) of the expected electrical generation as specified in the Helioscope, PVsyst or other PCE-approved, industry-standard report included in the Final Estimated Generation Table for such System, subject to one half of one percent (0.5%) degradation of such expected generation per year for each year of the O&M Term (the "Guaranteed Generation") during the O&M Term (the "Performance Guarantee"). After the Effective Date, the Guaranteed Generation for a System is subject to change if the expected electrical generation under the Final Plans for the applicable System differs from the expected electrical generation as provided in the Project Package, provided that such Final Plans have been approved in writing by PCE.

If a System fails to meet the Performance Guarantee over any one year period during the O&M Term, PCE shall notify Contractor in writing and Contractor shall pay, as liquidated damages and not as a penalty, an amount equal to the sum of (1) Twenty-Six Cents (\$0.26) multiplied by the difference between

Guaranteed Generation and actual System generation for such period as measured by the System's meter (the "Performance Liquidated Damages").

Such Performance Liquidated Damages shall be due and payable within fifteen (15) calendar days of such notice, and late payments shall bear interest at the Interest Rate. At PCE's option, Performance Liquidated Damages may be set off by PCE from any payments due from PCE to Contractor or PCE may seek recovery of Performance Liquidated Damages from Contractor's surety pursuant to Article 12. PCE may seek recovery of Performance Liquidated Damages from the Contractor or such surety without having exhausted remedies against the other.

The Parties agree that it would be extremely difficult to precisely determine the amount of loss, costs, damages and expenses that would be suffered by PCE solely as a result of a breach of the Performance Guarantee, but that the Performance Liquidated Damages are a fair and reasonable determination of the amount of such loss, costs, damages and expense which would be suffered by PCE, and that the Performance Liquidated Damages do not constitute a penalty and are not subject to the limitation of liability set forth in Section 14.1. Provided the System has achieved Final Completion and without prejudice to or limitation of PCE's other rights under the Agreement, including, but not limited to Contractor's obligation to comply with and perform all terms and conditions of the Agreement, Performance Liquidated Damages shall constitute PCE's sole and exclusive remedy for loss, costs, damages or expenses arising solely from failure of the System to satisfy the Performance Guarantee.

B. Performance Guarantee for BESS

Contractor covenants and guarantees that each BESS will perform according to the OEM specifications and OEM warranty for such BESS over the lifetime of the BESS equipment as set forth in the BESS Basis of Design for such BESS, as approved by PCE. Additional details regarding such guarantee shall include, but not be limited to, a methodology for testing the BESS Usable kWh annually, a degradation schedule, degradation guarantee that permits no more than the maximum degradation of the Usable kWh per degradation schedule as measured at the time of discharge at maximum constant power, minimum discharge and duration of such discharge, minimum uptime/maximum downtime standards including monthly available hours when the BESS is available to charge, discharge and provide grid services, a backup power standard of availability and related liquidated damages owed to PCE as a result of failure to achieve such guarantees ("BESS Performance Liquidated Damages"), shall be established in the BESS Basis of Design for such BESS, as approved by PCE.

Such BESS Performance Liquidated Damages shall be due and payable within fifteen (15) calendar days of such notice, and late payments shall bear interest at the Interest Rate. At PCE's option, BESS Performance Liquidated Damages may be set off by PCE from any payments due from PCE to Contractor or PCE may seek recovery of BESS Performance Liquidated Damages from Contractor's surety pursuant to Article 12. PCE may seek recovery of BESS Performance Liquidated Damages from the Contractor or such surety without having exhausted remedies against the other.

IV. Project Site Owner-Initiated Outages

Upon PCE's written request, Contractor shall disconnect one or more of the Systems to accommodate repairs to the System or the Project Site which are the responsibility of Project Site Owners. PCE's request shall be delivered at least forty-eight (48) hours in advance. Disconnection of one or more Systems for repairs by Project Site Owners are understood to be occasional and reasonable in frequency. The Parties acknowledge and agree that each Project Site Owner is permitted pursuant to its agreement with PCE to request such System disconnections up to a total of forty-eight (48) daylight hours (as defined by the United

States National Weather Service in the area where the System is located) during each year of the O&M Term for the applicable System and that such permitted disconnections are deemed to be occasional and reasonable in frequency.

V. Project Site Owner-Initiated Meter Checks

Upon PCE's written request, Contractor shall test the meter for one or more of the Systems, if there is reasonable evidence furnished by PCE of faulty meter calibration or meter failure.

VI. Safety

Contractor shall take reasonable safety precautions with respect to the operation, maintenance, repair and service of the Systems consistent with Prudent Practices. If Contractor becomes aware of any circumstances relating to a System that create an imminent risk of damage or injury to any Person or any Person's property, Contractor shall take prompt, reasonable action to prevent such damage or injury and shall give PCE and the applicable Project Site Owner immediate notice of such condition; *provided*, if PCE reasonably determines that Contractor has failed to take prompt and/or reasonable action to prevent such damage or injury, PCE and Project Site Owner shall have the right to take such action as it or they reasonably deems or deem necessary to prevent such damage or injury, and shall give Contractor prompt notice of such actions. Such action may include, without limitation, disconnecting and removing all or a portion of the System or suspending the supply of electricity to or from the System or any component thereof. In the event PCE or Project Site Owner takes any such actions, directly or through a third party, Contractor shall reimburse PCE or Project Site Owner, as applicable, for all such reasonable costs incurred by PCE and/or Project Site Owner in taking such actions to the extent such safety risk was caused by (a) the fraud, negligence or willful misconduct of, or violation of Applicable Laws, Governmental Authorizations or Utility Approvals, failure by Contractor to perform the Services in accordance with Prudent Practices or breach of this Agreement, in each case by Contractor, (b) the failure of any Equipment and/or System to perform in compliance with manufacturer specifications to the extent that such failure is due to the act or omission of Contractor.

VII. Operations and Maintenance Services Fees Schedule

Fees for the Operations and Maintenance Services shall be \$25 per kilowatt DC per year of total installed photovoltaic capacity of the Systems and \$25 per kilowatt AC of BESS Power Capacity. As used herein, "BESS Power Capacity" means the maximum continuous electricity output that the BESS can provide over its full state of charge ("SOC") as measured at the end of each calendar year. Contractor shall submit a Payment Request to PCE on a monthly basis on the thirty (30) day anniversary of the Final Completion Date with respect to each System Operations and Maintenance Services performed in the prior month, including applicable lien waivers pursuant to Section 5.2(c). PCE shall review each such Payment Request and the amount due pursuant to such Payment Request shall be paid by PCE net thirty (30) Business Days from the delivery of PCE's countersignature to the Payment Request, subject to Sections 5.2(f), (g) and (h) and Section 5.3.

VIII. Termination of Operations & Maintenance Services

PCE may terminate the Operations & Maintenance Services without cause by providing at least sixty (60) calendar days' prior, written notice to Contractor.

EXHIBIT C

FORM OF CHANGE ORDER

Change Order Notice No. _____

Project Site Name:

Project Site Address:

Contractor hereby submits a Change Order pursuant to that certain AMENDED AND RESTATED MASTER ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT dated as of [], 2025 by and between Peninsula Clean Energy Authority, a joint powers authority of the State of California whose principal place of business is 2075 Woodside Rd., Redwood City, CA 94061 (“PCE”) and McMillan Electric, 1480 Folsom Street, San Francisco, CA 94103, California Contractors State License Board No. 268179 (“Contractor”). On [INSERT DATE] Contractor encountered the circumstances set forth in paragraph (1) below which necessitate a Change. Contractor hereby acknowledges that the Change requested herein must first be approved by PCE pursuant to a Change Order, and **any work outside the Services defined in the Agreement performed by Contract prior to its having received a Change Order from PCE will be at Contractor’s sole risk and expense.** Terms used and not defined herein shall have the meanings set forth in the Agreement.

1) **Circumstances necessitating a Change:**

2) **Requested Change in the Services:**

3) **Impact of this requested Change to Contract Price:**

Original Contract Price	
Prior Change Orders to Date	
Cost of Change: [List Equipment] [List of Labor and Rate]	
Current [System] Contract Price	
New Change Order	
New [System] Contract Price	

4) **Impact of this requested Change to deadlines set forth in the Milestone Schedule:**

5) List of supporting documentation attached hereto:

This Change Order is part of the Service to be performed under the Agreement and is subject to all terms and conditions of the Agreement.

McMillan Electric

By: _____
Name: Michael McAlister
Title: Principal & Vice President
Date: _____

Peninsula Clean Energy Authority

By: _____
Name: Shawn Marshall
Title: Chief Executive Officer
Date: _____

EXHIBIT D

MILESTONE SCHEDULES¹

EXHIBIT D-1

MILESTONE SCHEDULE – PV COMPONENTS OF GOVPV1 PROJECT SITES

For projects that have completed work through the “Retrieval by Contractor of required Governmental Authorizations for System construction” milestone

Colma Community Center; Los Banos Community Center; Los Banos Wastewater Treatment Plant; Millbrae Chetcuti Building & Complex

Milestone	Status of Milestone Completion by GovPV1 Contractor as of the Effective Date	Milestone Values: Percent of System Contract Price	Milestone Deadline: Days After PCE Issues Notice to Proceed for a System	Days from Prior System Milestone
Effective Date	Complete	0%	N/A	N/A
Retrieval by Contractor of required Governmental Authorizations for System construction	Complete	0%	N/A	N/A
Delivery of Substantial Equipment to the Project Site and Commencement of Installation	Incomplete	40%	90	90
Fifty Percent Completion	Incomplete	20%	160	70
Substantial Completion	Incomplete	30%	210	50
Final	Incomplete	10%	240	30

¹ For the avoidance of doubt, other than an Effective Date Milestone, achievement by Contractor of any Milestone within one of the tables set forth in this Exhibit D is contingent on achievement by Contractor of the previous Milestones in such Milestone table.

Completion				
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For projects that have completed work through the “Delivery of Substantial Equipment to the Project Site and Commencement of Installation” milestone

San Bruno Aquatics Center & San Mateo County HSA Building

Milestone	Status of Milestone Completion by GovPV1 Contractor as of the Effective Date	Milestone Values: Percent of System Contract Price	Milestone Deadline: Days After PCE Issues Notice to Proceed for a System	Days from Prior System Milestone
Effective Date	Complete	0%	N/A	N/A
Retrieval by Contractor of required Governmental Authorizations for System construction	Complete	0%	N/A	N/A
Delivery of Substantial Equipment to the Project Site and Commencement of Installation	Complete	0%	N/A	N/A
Fifty Percent Completion	Incomplete	30%	70	70
Substantial Completion	Incomplete	50%	120	50
Final Completion	Incomplete	20%	150	30

For projects that have completed work through the “Fifty Percent Completion” milestone

Atherton Town Hall

Milestone	Status of Milestone Completion by GovPV1 Contractor as of the Effective Date	Milestone Values: Percent of System Contract Price	Milestone Deadline: Days After PCE Issues Notice to Proceed for a System	Days from Prior System Milestone
Effective Date	Complete	0%	N/A	N/A
Retrieval by Contractor of required Governmental Authorizations for System construction	Complete	0%	N/A	N/A
Delivery of Substantial Equipment to the Project Site and Commencement of Installation	Complete	0%	N/A	N/A
Fifty Percent Completion	Complete	0%	N/A	N/A
Substantial Completion	Incomplete	70%	50	50
Final Completion	Incomplete	30%	80	30

For projects that have completed work through the “Substantial Completion” milestone

Hillsborough Public Works Yard; Pacifica Community Center

Milestone	Status of Milestone Completion by GovPV1 Contractor as of the Effective Date	Milestone Values: Percent of System Contract Price	Milestone Deadline: Days After PCE Issues Notice to Proceed for a System	Days from Prior System Milestone
Effective Date	Complete	0%	N/A	N/A
Retrieval by Contractor of required Governmental Authorizations for System construction	Complete	0%	N/A	N/A
Delivery of Substantial Equipment to the Project Site and Commencement of Installation	Complete	0%	N/A	N/A
Fifty Percent Completion	Complete	0%	N/A	N/A
Substantial Completion	Complete	0%	N/A	N/A
Final Completion	Incomplete	0%	30	30

EXHIBIT D-2**MILESTONE SCHEDULE – PV COMPONENTS OF GOVPV2 NEW CONSTRUCTION
PROJECT SITES**

Milestone	Milestone Values: Percent of System Contract Price	Milestone Deadline	Days from Prior System Milestone
Effective Date	5%	N/A	N/A
Retrieval by Contractor of required Governmental Authorizations for System construction	10%	90 days from NTP	90
Delivery of Substantial Equipment to the Project Site and Commencement of Installation	35%	30 days from the Installation Readiness Date	N/A
Fifty Percent Completion	15%	30 days from Roof Completion Date	N/A
Substantial Completion	25%	30 days from Project Site Energization Date	N/A
Final Completion	10%	30 days from Substantial Completion	30

EXHIBIT D-3**MILESTONE SCHEDULE – PV COMPONENTS OF GOVPV2 NEW ROOF PROJECT SITES**

Milestone	Milestone Values: Percent of System Contract Price	Milestone Deadline	Days from Prior System Milestone
Effective Date	5%	N/A	N/A
Retrieval by Contractor of required Governmental Authorizations for System construction	10%	90 days from NTP	90
Delivery of Substantial Equipment to the Project Site and Commencement of Installation	35%	30 days from the Installation Readiness Date	N/A
Fifty Percent Completion	15%	30 days from Roof Completion Date	N/A
Substantial Completion	25%	50 days from Fifty Percent Completion	50
Final Completion	10%	30 days from Substantial Completion	30

EXHIBIT D-4

**MILESTONE SCHEDULE – PV COMPONENTS OF GOVPV2 AND GOVPV3 EXISTING
CONSTRUCTION PROJECT SITES**

Milestone	Milestone Values: Percent of System Contract Price	Milestone Deadline: Days After PCE Issues Notice to Proceed for a System	Days from Prior System Milestone
Effective Date	5%	N/A	N/A
Retrieval by Contractor of required Governmental Authorizations for System construction	10%	90	90
Delivery of Substantial Equipment to the Project Site and Commencement of Installation	35%	180	90
Fifty Percent Completion	15%	250	70
Substantial Completion	25%	300	50
Final Completion	10%	330	30

EXHIBIT D-5

MILESTONE SCHEDULE –BESS COMPONENTS APPLICABLE TO ANY PROJECT SITE

Milestone	Milestone Values: Percent of BESS Contract Price	Milestone Deadline: Days after PCE Issues BESS Final Notice to Proceed	Days from Prior BESS Milestone
Issuance of BESS Final Notice to Proceed by PCE	5%	N/A	N/A
Retrieval by Contractor of required Governmental Authorizations for BESS construction	20%	90	90
Delivery of BESS Equipment to the Project Site or a Warehouse and Commencement of Installation	40%	180	90
Substantial Completion with respect to BESS	25%	300	120
Final Completion with respect to BESS	10%	330	30

EXHIBIT D-6

MILESTONE SCHEDULE – ELECTRIFICATION INFRASTRUCTURE, IF APPLICABLE TO A PROJECT SITE

Milestone	Milestone Values: Percent of Electrification Infrastructure Contract Price	Milestone Deadline: Days after PCE Issues Electrification Infrastructure Final Notice to Proceed	Days from Prior Electrification Infrastructure Milestone
Issuance of Electrification Infrastructure Final Notice to Proceed by PCE	25%	N/A	N/A
Final Completion with respect to Electrification Infrastructure	75%	330	330

EXHIBIT E

FORM OF PAYMENT REQUEST

Peninsula Clean Energy Authority
2075 Woodside Rd.
Redwood City, CA 94061

Project Site:

Application is made for payment pursuant to that certain Amended and Restated Master Engineering, Procurement and Construction Agreement (“Agreement”), dated as of [DATE], 2025, by and Between Peninsula Clean Energy Authority, a joint powers authority of the State of California whose principal place of business is 2075 Woodside Rd., Redwood City, CA 94061 (“PCE”) and McMillan Electric, 1480 Folsom Street, San Francisco, CA 94103, California Contractors State License Board No. 268179 (“Contractor”).

1. [System Contract Price] [BESS Contract Price] [Electrification Infrastructure Contract Price] [Operations and Maintenance Services Fees]	\$
2. Total Services completed to date	\$
3. Less previous applications for payment paid	\$
4. Current Payment Due	\$
5. Balance to Finish	\$

Pursuant to the terms and subject to the conditions of the Agreement, Contractor certifies to the best of the Contractor’s knowledge, information, and belief that the Work covered by this Payment Request has been completed in accordance with the Agreement. [Pursuant to the terms and subject to the conditions of the Agreement, Contractor represents, warrants and covenants that the Operations and Maintenance Services covered by this Payment Request shall be completed in accordance with the Agreement].

McMillan Electric

By: _____
Name: Michael McAlister
Title: Principal & Vice President
Date: _____

RECEIVED AND ACKNOWLEDGED BY:

Peninsula Clean Energy Authority

By: _____
Name of Duly Authorized PCE Employee: _____
Title: _____
Date: _____

EXHIBIT F

FORM OF SUBSTANTIAL COMPLETION CERTIFICATE

This Substantial Completion Certificate, dated _____, is issued pursuant to Section 5.2(d)(ii) of that certain Amended and Restated Master Engineering, Procurement and Construction Agreement (“Agreement”) dated [DATE], 2025, by and between Peninsula Clean Energy Authority, whose principal place of business is 2075 Woodside Rd., Redwood City, CA 94061 (“PCE”) and McMillan Electric, 1480 Folsom Street, San Francisco, CA 94103, California Contractors State License Board No. 268179 (“Contractor”). Capitalized terms have the same meaning as in the Agreement.

The undersigned, being a duly authorized representative of the Contractor, does hereby certify that, with respect to the [PV] [BESS] components of the System located at [Project Site address] ([Project Site Name]), [he/she] is [they are] duly authorized to certify and does hereby certify on behalf of Contractor as follows:

1. Contractor has complied with each of its obligations to date under the Agreement and is not currently in default under such Agreement.
2. The Representations and Warranties contained in Article 7 of the Agreement are true and correct as of the date set forth above.
3. Contractor hereby certifies that Substantial Completion was achieved as of the date first set forth above. Without limiting the generality of the foregoing, the following is true and correct as of the date first set forth above:
 - A. Contractor has completed the engineering, procurement, and construction Work pursuant to the terms and conditions of this Agreement with respect to such System;
 - B. The System is in all respects capable of commercial operation as designed;
 - C. All remaining electrical systems have been checked and are ready for operation and the System has passed the System Installation Checklists and Acceptance Tests;
 - D. Testing pursuant to Section 2.7 has been conducted and the System has passed such tests;
 - E. Contractor has verified that the System may be initially operated without damage to the Project Sites or any other property and without injury to any person;
 - F. Contractor has obtained all Governmental Authorizations necessary for the installation and operation of the Systems on or prior to the date on which each such Governmental Authorization is or was required. Copies of the documentation of any such Governmental Authorizations and Utility Approvals are attached hereto;
 - G. Final Building Permit Approval has been obtained;
 - H. The System has been installed in conformance with the terms and conditions of this Agreement;

I. Contractor has provided PCE with all documentation required under Section 2.26;

J. Contractor has provided Project Site Owner personnel a basic training covering safety, key equipment, disconnects, preventative maintenance recommendations, and other information as needed to provide such personnel an appropriate familiarity with the applicable System;

K. All of Contractor's materials and waste have been removed from the Project Site and properly disposed of in accordance with Section 2.23; and

L. Contractor has delivered unconditional lien waivers with respect to any Work that could result in a lien on the System or the Project Site pursuant to Section 5.2(c),

4. The Work has been conducted in accordance with all Applicable Law and Prudent Practices.

McMillan Electric

By: _____

Name: Michael McAlister

Title: Principal & Vice President

EXHIBIT G

FORMS OF FINAL COMPLETION CERTIFICATE

EXHIBIT G-1

FORM OF FINAL COMPLETION CERTIFICATE FOR SYSTEMS

This Final Completion Certificate, dated _____, is issued pursuant to Section 5.2(e)(ii) of that certain Amended and Restated Master Engineering, Procurement and Construction Agreement dated as of [DATE], 2025 by and between Peninsula Clean Energy Authority, a joint powers authority of the State of California whose principal place of business is 2075 Woodside Rd., Redwood City, CA 94061 (“PCE”) and McMillan Electric, 1480 Folsom Street, San Francisco, CA 94103, California Contractors State License Board No. 268179 (“Contractor”). Capitalized terms have the same meaning as in the Agreement.

The undersigned, being a duly authorized representative of the Contractor, does hereby certify that, with respect to the [PV] [BESS] components of the System located at [Project Site address] ([Project Site Name]), [he/she is] [they are] duly authorized to certify and does hereby certify on behalf of Contractor as follows:

1. Contractor has complied with each of its obligations under the Agreement and is not currently in default under such Agreement.
2. The Representations and Warranties contained in Article 7 of the Agreement are true and correct as of the date set forth above.
3. Contractor hereby certifies that Final Completion was achieved as of the date first set forth above. Without limiting the generality of the foregoing, the following is true and correct as of the date first set forth above:
 - A. Substantial Completion has occurred and the conditions to Substantial Completion continue to be satisfied;
 - B. Contractor has certified that Contractor has obtained all Governmental Authorizations and Utility Approvals necessary for the installation and operation of the System on or prior to the date on which each such Governmental Authorization or Utility Approval is or was required. Copies of the documentation of any such Governmental Authorizations and Utility Approvals shall be attached to the Substantial Completion Certificate; and
 - C. All requirements imposed by the Utility for testing and interconnection of the System have been satisfied, including having been connected to the Utility’s distribution system and such connection has been approved by the Utility through the granting of “permission to operate.”
4. The Work has been conducted in accordance with all Applicable Law and Prudent Practices.
5. The System is free of all Liens placed by Contractor or its Subcontractors or agents, and to Contractor’s knowledge after due inquiry, the Project Site is not subject to Liens caused by Contractor or its Subcontractor or agents unless liens are caused due to non-payment by PCE.
6. Contractor has removed all of its tools, construction/installation equipment, machinery, surplus

materials, waste material and Work-related rubbish from and around the Project Sites.

McMillan Electric

By: _____

Name: Michael McAlister

Title: Principal & Vice President

DRAFT

EXHIBIT G-2

FORM OF FINAL COMPLETION CERTIFICATE FOR ELECTRIFICATION INFRASTRUCTURE

This Final Completion Certificate, dated _____, is issued pursuant to Exhibit A, Attachment A-2 of that certain Amended and Restated Master Engineering, Procurement and Construction Agreement dated as of [DATE], 2025 by and between Peninsula Clean Energy Authority, a joint powers authority of the State of California whose principal place of business is 2075 Woodside Rd., Redwood City, CA 94061 (“PCE”) and McMillan Electric, 1480 Folsom Street, San Francisco, CA 94103, California Contractors State License Board No. 268179 (“Contractor”). Capitalized terms have the same meaning as in the Agreement.

The undersigned, being a duly authorized representative of the Contractor, does hereby certify that, with respect to the Electrification Infrastructure located at [Project Site address] ([Project Site Name]), [he/she is] [they are] duly authorized to certify and does hereby certify on behalf of Contractor as follows:

1. Contractor has complied with each of its obligations under the Agreement and is not currently in default under such Agreement.

2. The Representations and Warranties contained in Article 7 of the Agreement are true and correct as of the date set forth above.

3. Contractor hereby certifies that Final Completion with respect to the Electrification Infrastructure was achieved as of the date first set forth above. Without limiting the generality of the foregoing, the following is true and correct as of the date first set forth above:

A. Contractor has certified that Contractor has obtained all Governmental Authorizations and Utility Approvals necessary for the installation and operation of the Electrification Infrastructure on or prior to the date on which each such Governmental Authorization or Utility Approval is or was required. Copies of the documentation of any such Governmental Authorizations and Utility Approvals shall be attached to the Final Completion Certificate; and

B. All requirements imposed by the Utility for testing and interconnection of the Electrification Infrastructure have been satisfied, including having been connected to the Utility’s distribution system.

4. The Work has been conducted in accordance with all Applicable Law and Prudent Practices.

5. The Electrification Infrastructure is free of all Liens placed by Contractor or its Subcontractors or agents, and to Contractor’s knowledge after due inquiry, the Project Site is not subject to Liens caused by Contractor or its Subcontractor or agents unless liens are caused due to non-payment by PCE.

6. Contractor has removed all of its tools, construction/installation equipment, machinery, surplus materials, waste material and Work-related rubbish from and around the Project Sites.

McMillan Electric

Name: Michael McAlister

Title: Principal & Vice President

DRAFT

EXHIBIT H

FORM OF CONDITIONAL LIEN WAIVER (Contractor)

Identifying Information

McMillan Electric, 1480 Folsom Street, San Francisco, CA 94103

California Contractors State License Board No. 268179

Project Site Name: _____

Through Date: _____

Milestone: _____

Invoice Amount: _____

This Exhibit H to that certain Amended and Restated Master Engineering, Procurement and Construction Agreement by and between Peninsula Clean Energy Authority and McMillan Electric, 1480 Folsom Street, San Francisco, CA 94103, California Contractors State License Board No. 268179 dated as of [DATE], 2025 (the “Agreement”) is provided pursuant to Section 5.2(c) of the Agreement. This Exhibit H shall in no way limit the obligations set forth elsewhere in the Agreement. In the event of a conflict between this Exhibit H and the Agreement, the terms and conditions of the Agreement control. Capitalized terms used in this Exhibit H, unless otherwise defined herein, shall have the meanings assigned to them in the Agreement.

Conditional Waiver and Release

This document waives and releases Lien, stop payment notice, and payment bond rights, if any, the Contractor has for labor and Services provided, and Equipment and material delivered, to PCE for the Project Site identified above through the Through Date of this document for the completed milestone referenced above. Rights based upon labor or Service provided, or Equipment or material delivered, pursuant to a written Change Order that has been fully executed by the Parties prior to the date that this document is signed by the Contractor, are waived and released by this document, unless listed as an applicable Exception below. This document is effective only on the Contractor's receipt of payment from PCE of the applicable Milestone Payment associated with the milestone for the applicable [System] [Electrification Infrastructure].

Exceptions

This document does not affect any of the following:

(1) The following Milestone Payments for which the Contractor has previously given a conditional waiver and release but has not received payment:

 Date(s) of waiver and release: _____

 Amount(s) of unpaid Milestone Payment(s): \$ _____

(2) (A) This document is not intended to waive Contractor's rights pursuant to any other section of the Agreement, including those relating to breaches other than failure to make payment for Services performed.

(B) This document may not be a complete release of all rights to payment under the Agreement. Contractor may perform other Services under the Agreement for which the Agreement provides separate payment and which this document does not cover.

IN WITNESS WHEREOF, Contractor, by its duly authorized officer or representative, has executed this document as of the date set forth below.

McMillan Electric:

By: _____

Name: Michael McAlister

Title: Principal & Vice President

Date: _____

DRAFT

EXHIBIT I

FORMS OF CONDITIONAL LIEN WAIVER (Subcontractor)

Identifying Information

[Subcontractor full corporate name and contact info]

Project Site Name: _____

Through Date: _____

Milestone: _____

Invoice Amount: _____

This Exhibit I to that certain Amended and Restated Master Engineering, Procurement and Construction Agreement by and between Peninsula Clean Energy Authority and McMillan Electric, 1480 Folsom Street, San Francisco, CA 94103, California Contractors State License Board No. 268179 dated as of [DATE], 2025 (the "Agreement") is provided pursuant to Section 5.2(c) of the Agreement. This Exhibit I shall in no way limit the obligations set forth elsewhere in the Agreement. In the event of a conflict between this Exhibit I and the Agreement, the terms and conditions of the Agreement control. Capitalized terms used in this Exhibit I, unless otherwise defined herein, shall have the meanings assigned to them in the Agreement.

Conditional Waiver and Release

This document waives and releases Lien, stop payment notice, and payment bond rights, if any, the Subcontractor has for labor and Services provided, and Equipment and material delivered, to PCE for the Project Site identified above through the Through Date of this document for the completed milestone referenced above. Rights based upon labor or Service provided, or Equipment or material delivered, pursuant to a written Change Order that has been fully executed by the Parties prior to the date that this document is signed by the Contractor, are waived and released by this document, unless listed as an applicable Exception below. This document is effective only on the Subcontractor's receipt of payment from PCE of the applicable Milestone Payment associated with the milestone for the applicable [System] [Electrification Infrastructure].

Exceptions

This document does not affect any of the following:

(1) The following Milestone Payments for which the Subcontractor has previously given a conditional waiver and release but has not received payment:

 Date(s) of waiver and release: _____

 Amount(s) of unpaid Milestone Payment(s): \$ _____

(2) (A) This document is not intended to waive Subcontractor's rights pursuant to any other section of the Agreement, including those relating to breaches other than failure to make payment for Services performed.

(B) This document may not be a complete release of all rights to payment under the Agreement. Subcontractor may perform other Services under the Agreement for which the Agreement provides separate payment and which this document does not cover.

IN WITNESS WHEREOF, Subcontractor, by its duly authorized officer or representative, has executed this document as of the date set forth below.

[*Subcontractor full corporate name*]:

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

EXHIBIT J

FORM OF UNCONDITIONAL LIEN WAIVER (Contractor)

Identifying Information

McMillan Electric, 1480 Folsom Street, San Francisco, CA 94103, California Contractors State License Board No. 268179

Project Site Name: _____

Through Date: _____

Milestone: _____

Invoice Amount: _____

This Exhibit J to that certain Amended and Restated Master Engineering, Procurement and Construction Agreement by and between Peninsula Clean Energy Authority and McMillan Electric, 1480 Folsom Street, San Francisco, CA 94103, California Contractors State License Board No. 268179, dated as of [DATE], 2025 (the “Agreement”) is provided pursuant to Section 5.2(c) of the Agreement. This Exhibit J shall in no way limit the obligations set forth elsewhere in the Agreement. In the event of a conflict between this Exhibit J and the Agreement, the terms and conditions of the Agreement control. Capitalized terms used in this Exhibit J, unless otherwise defined herein, shall have the meanings assigned to them in the Agreement.

Unconditional Waiver and Release

The undersigned has been paid in full for all labor, services, equipment, or material furnished to PCE for the milestone listed above on the job located at the Project Site identified above and does hereby unconditionally and irrevocably waive and release any right to a mechanic’s lien, stop notice, or any right against a labor and material bond on the [System] [Electrification Infrastructure], Equipment and Project Site. If the undersigned has filed with a public agency a U.C.C. Financing Statement evidencing a security interest in equipment delivered or installed in connection with the [System] [Electrification Infrastructure] or the Services, the undersigned agrees to promptly execute and file with such public agency any documents necessary to terminate the effectiveness of such U.C.C. Financing Statement.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Exceptions

(1) This document is not intended to waive Contractor's rights pursuant to any other section of the Agreement, including those relating to breaches other than failure to make payment for Services performed.

(2) This document may not be a complete release of all rights to payment under the Agreement. Contractor may perform other Services under the Agreement for which the Agreement provides separate payment and which this document does not cover.

IN WITNESS WHEREOF, Contractor, by its duly authorized officer or representative, has executed this document as of the date set forth below.

McMillan Electric:

By: _____

Name: Michael McAlister

Title: Principal & Vice President

Date: _____

DRAFT

EXHIBIT K

FORM OF UNCONDITIONAL LIEN WAIVER (Subcontractor)

Identifying Information

[Subcontractor full corporate name and contact info]

Project Site Name: _____

Through Date: _____

Milestone: _____

Invoice Amount: _____

This Exhibit K to that certain Amended and Restated Master Engineering, Procurement and Construction Agreement by and between Peninsula Clean Energy Authority and McMillan Electric, 1480 Folsom Street, San Francisco, CA 94103, California Contractors State License Board No. 268179 dated as of [DATE], 2025 (the "Agreement") is provided pursuant to Section 5.2(c) of the Agreement. This Exhibit K shall in no way limit the obligations set forth elsewhere in the Agreement. In the event of a conflict between this Exhibit K and the Agreement, the terms and conditions of the Agreement control. Capitalized terms used in this Exhibit K, unless otherwise defined herein, shall have the meanings assigned to them in the Agreement.

Unconditional Waiver and Release

The undersigned has been paid in full for all labor, services, equipment, or material furnished to PCE for the milestone listed above on the job located at the Project Site identified above and does hereby unconditionally and irrevocably waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the [System] [Electrification Infrastructure], Equipment or Project Site. If the undersigned has filed with a public agency a U.C.C. Financing Statement evidencing a security interest in equipment delivered or installed in connection with the [System] [Electrification Infrastructure] or the Services, the undersigned agrees to promptly execute and file with such public agency any documents necessary to terminate the effectiveness of such U.C.C. Financing Statement.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Exceptions

(1) This document is not intended to waive Subcontractor's rights pursuant to any other section of the Agreement, including those relating to breaches other than failure to make payment for Services performed.

(2) This document may not be a complete release of all rights to payment under the Agreement. Subcontractor may perform other work under the Agreement for which the Agreement provides separate payment and which this document does not cover.

IN WITNESS WHEREOF, Subcontractor, by its duly authorized officer or representative, has executed this document as of the date set forth below.

[*Subcontractor full corporate name*]:

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

EXHIBIT L

FORM OF PERFORMANCE AND PAYMENT BOND [TO BE ATTACHED]

DRAFT

EXHIBIT M

DOMESTIC CONTENT COMMITMENT

1.1 Domestic Content Commitment. Contractor acknowledges that Owner is relying on the Systems being eligible to qualify, in full, for investment tax credits. To ensure PCE's full qualification for such investment tax credits, Contractor shall comply with the requirements of this Exhibit M with respect to any System that is an 1MW System and for which PCE has issued a Domestic Content Notification pursuant to Section 2.12(b) (each, a "Notified 1MW System") and EVSE Infrastructure located at the Project Site of such 1MW System and shall cause its Subcontractors to comply with the Domestic Content Requirements, as applicable, in each case solely with respect to the Notified 1MW System(s) and EVSE Infrastructure located at the Project Site of such 1MW System. In accordance with the foregoing, Contractor agrees that: (a) Contractor shall, and shall cause all of its Subcontractors, to review and familiarize itself with the Domestic Content Requirements, (b) Contractor shall, and shall cause all of its Subcontractors, to comply with all of the Domestic Content Requirements as described in this Exhibit M, and (c) the requirements of this Exhibit M are essential and material requirements of this Agreement. Contractor shall immediately notify Owner of any failures to comply with the Domestic Content Requirements.

1.1.1 Steel or Iron Requirement

(a) Contractor shall ensure that all Manufacturing Processes with respect to the Steel or Iron Components shall take place in the United States (except for metallurgical processes involving refinement of steel additives) and list all such Steel or Iron Components in Schedule M1.1.1 hereto.

(b) If requested by PCE in writing, including in connection with obtaining the Domestic Content Provisions (or financing thereof) for the Notified 1MW System(s) but, in all cases, prior to Final Completion (as that term is defined in the Agreement), and thereafter, Contractor, within thirty (30) days following a request by PCE, shall: (A) provide to PCE (if Contractor directly procures any Steel or Iron Components from the mill producing the same), or cause its Subcontractors (supplying any Steel or Iron Components (the "Steel or Iron Subcontractors") to provide PCE, with a certification substantially in the form of Exhibit M-1 (the "Procurer's Steel or Iron Certificate") certifying that all Manufacturing Processes with respect to such Steel or Iron Components (such components identified by their serial numbers, lot numbers or otherwise) have taken place in the United States (except for metallurgical processes involving refinement of steel additives) and such Procurer's Steel and Iron Certificate shall be accompanied by the mill certificate(s) pertaining to the Steel or Iron Components that are the subject of the Procurer's Steel and Iron Certificate, and (B) provide to PCE a certification in the form of Exhibit M-2 (the "Contractor Steel and Iron Certificate"), certifying that Contractor has incorporated into the Notified 1MW System(s) and EVSE Infrastructure located at the Project Site of such 1MW System the Steel or Iron Components (such components identified by their serial numbers, lot numbers or otherwise) set forth in the Procurer's Steel or Iron Certificate, if any, and not incorporated any Steel or Iron Components in substitution or in lieu of the Steel or Iron Components that were supplied by the Steel or Iron Subcontractor and covered by the Procurer's Steel or Iron Certificate unless the Manufacturing Process for such Steel or Iron Component is in compliance with this Section 1.1.1 of this Exhibit M, and as set forth in Section 2.12 of this Agreement, Contractor shall require each Steel or Iron Subcontractor to permit PCE and its designees to inspect the Steel or Iron Components and the mills at which such are manufactured. The Procurer's Steel or Iron Certificate and the Contractor Steel or Iron Certificate are hereinafter referred to collectively as the "Steel or Iron Certificates" or, in the singular as a "Steel or Iron Certificate." In the event Contractor fails to provide a Steel or Iron Certificate, and such failure continues for ten (10) days after Contractor's receipt of PCE's written notice, then PCE may withhold payment of any invoice under the Agreement to the extent

necessary to cover the potential DC Liquidated Damages associated with failure to meet the requirements applicable for the Domestic Content Provisions until such Steel or Iron Certificate(s) is(are) provided to PCE.

1.1.2 Manufactured Products Requirement

(a) Contractor shall ensure that the Domestic Cost Percentage of all Manufactured Products and Manufactured Product Components to be purchased and incorporated into the Notified 1MW System(s) and EVSE Infrastructure located at the Project Site of such 1MW System under this Agreement by Contractor or its Subcontractors shall not equal less than the “adjusted percentage,” as defined in Code Sections 45(b)(9)(B)(iii) or 45Y(g)(11)(B)(iii), as applicable, as determined by using either (i) the method set forth in section 3 of IRS Notice 2023-38 (the “Direct Tracing”) or (ii) the elective safe harbor method of sections 4.04(1) - (3) of IRS Notice 2024-41, as modified by IRS Notice 2025-8 (the “Safe Harbor”), and as agreed upon by PCE.

(b) If requested by PCE in writing, including in connection with obtaining the Domestic Content Provisions (or financing thereof) for the Notified 1MW System(s) and EVSE Infrastructure located at the Project Site of such 1MW System but, in all cases, prior to Final Completion (as that term is defined in the Agreement), and thereafter, Contractor, within thirty (30) days following a request by PCE, shall: (1) provide to PCE (if Contractor directly procures any Manufactured Products from the manufacturer producing the same), or cause its Subcontractors (supplying any Manufactured Products (the “MP Subcontractors” and together with the Steel or Iron Subcontractor(s), the “Domestic Content Subcontractors”) to provide PCE, with a certification substantially in the form of Exhibit M-3 certifying that all Manufacturing Processes with respect to the Manufactured Products (such components identified by their serial numbers, lot numbers or otherwise) have taken place in the United States (including Manufactured Product Components, as applicable, but not “subcomponents,” as defined in IRS Notice 2023-38) (the “Procurer’s MP Certificate”) and such Procurer’s MP Certificate shall be accompanied by the manufacturer certificate(s) pertaining to the Manufactured Products and Manufactured Product Components, as applicable, that are the subject of the Procurer’s MP Certificate, and (2) provide to PCE a certification in the form of Exhibit M-4 (the “Contractor MP Certificate”), certifying that Contractor has incorporated into the Notified 1MW System(s) and EVSE Infrastructure located at the Project Site of such 1MW System(s) the Manufactured Products (such items identified by their serial numbers, lot numbers or otherwise as applicable) set forth in the Procurer’s MP Certificate, if any, and not incorporated any Manufactured Products in substitution or in lieu of the Manufactured Products that were supplied by the MP Subcontractor and covered by the Procurer’s MP Certificate unless the Manufacturing Process for such Manufactured Products is in compliance with this Section 1.1.2 of this Exhibit M, and as set forth in Section 2.12 of this Agreement, Contractor shall use commercially reasonable efforts to require each MP Subcontractor to permit PCE and its designees to inspect the Manufactured Products and the manufacturing facilities at which such are manufactured; provided that, PCE and its designees shall comply with Contractor’s safety rules and policies and use their commercially reasonable efforts to ensure that such observations and inspections do not materially and adversely affect the performance of Contractor under this Agreement. The Procurer’s MP Certificate and the Contractor MP Certificate are hereinafter referred to collectively as the “MP Certificates” or, in the singular as a “MP Certificate.” In the event Contractor fails to provide a MP Certificate, and such failure continues for ten (10) days after Contractor’s receipt of PCE’s written notice, then PCE may withhold payment of any invoice under the Agreement to the extent necessary to cover the potential DC Liquidated Damages associated with failure to meet the requirements applicable for the Domestic Content Provisions until such MP Certificate(s) is(are) provided to PCE.

1.1.3 Inspection and Report. PCE may, at its sole cost and expense, retain an auditor or a third-party, independent engineer selected by the Parties in writing (the “Independent Engineer”) to

review, inspect, visit, and confirm the accuracy of each Steel or Iron Certificate, MP Certificate, and the Manufacturing Processes and location of manufacturing for all Steel or Iron Components and Manufactured Products. PCE may cause the Independent Engineer to, provide to PCE the report or other confirmation that shall be produced by the Independent Engineer (“IE’s Report”), with respect to (i) Steel or Iron Components supplied in calendar year 2025, by April 1, 2026; (ii) Manufactured Products supplied in calendar year 2025, by April 1, 2026; and (iii) annually thereafter, by April 1 of each year with respect to Steel or Iron Components and Manufactured Products supplied in the prior calendar year, until April 1 of the calendar year after the last calendar year in which the Steel or Iron Components and Manufactured Products are supplied, respectively. Such IE’s Reports shall be provided to Contractor. Any reliance letter or other confirmation of reliance that may be requested by PCE with respect to an IE’s Report will be a matter to be negotiated separately between PCE and the Independent Engineer, with any reliance fee or other cost thereof to be paid by PCE. Any other costs associated with preparation of the IE’s Report shall be borne by PCE.

1.2 Audit Support. Contractor shall, and shall cause its Domestic Content Subcontractors to, use reasonable efforts to maintain, until December 31 of the calendar year that is ten (10) years after the calendar year in which the Steel or Iron Components and Manufactured Products, as applicable, were manufactured, such records as needed for PCE to substantiate compliance of Contractor and its Domestic Content Subcontractors with the Domestic Content Commitment. In the event PCE or any of its Affiliates receives a request for information from the IRS or is subject to an audit or investigation by the IRS, Contractor shall, and shall cause its Domestic Content Subcontractors, to provide such information within their respective possession, custody or control to the IRS or, subject to a separate non-disclosure agreement satisfactory to Contractor and its Domestic Content Subcontractors, for any reasonable purpose, Contractor shall, and shall cause its Domestic Content Subcontractors to provide such information within their respective possession, custody or control to counsel (internal or external) or third-party accountant of PCE or its affiliate or of PCE’s or its affiliate’s (A) tax equity investor, (B) purchaser or other transferee of the Domestic Content Provisions under the Code, or (C) related tax insurer, as applicable, in each case, as reasonably required (1) to respond to the IRS regarding the qualification of the Steel or Iron Components and Manufactured Products for the Domestic Content Provisions, or (2) to the extent required by the Code or Regulations issued thereunder for an applicable taxpayer to claim the Domestic Content Provisions on an income tax return (including to satisfy any record retention requirements of the IRS).

1.3 Remedies. Contractor acknowledges that PCE is relying on the Notified 1MW System(s) and EVSE Infrastructure located at the Project Site of such 1MW System(s) being eligible to satisfy the Domestic Content Provisions, and that failure of Contractor or its Domestic Content Subcontractors to comply with the Domestic Content Commitment will lead to PCE incurring losses (including loss of the investment tax credits). If the IRS (or a court of law) disallows the investment tax credits claimed with respect to the Notified 1MW System(s) and/or EVSE Infrastructure located at the Project Site of such 1MW System as a result of a final non-appealable determination (it being understood that PCE has no obligation to appeal any such determination (x) to any United States Court of Appeals, if a nationally recognized law firm or accounting firm provides written advice on at least a “more likely than not” basis, under applicable law at the time, that such determination would not be reversed on appeal or Contractor does not agree in writing to fund the appeal, or (y) to the United States Supreme Court) that the Manufacturing Processes with respect to any Steel or Iron Components to be purchased under the Agreement not having taken place in the United States (except for metallurgical processes involving refinement of steel additives), then Contractor shall pay to PCE, as a liquidated damage and not as a penalty, an amount equal to the amount of investment tax credits disallowed by operation of Code Section 45(b)(10) or Code Section 45Y(g)(12), as applicable, for failure to satisfy the Domestic Content Requirements where applicable, plus interest and penalties and fees incurred in connection therewith (the “DC Liquidated Damages”), but only to the extent such loss is attributable to Contractor’s or its Domestic Content Subcontractors’ failure to comply with this

Domestic Content Commitment. All DC Liquidated Damages shall be paid by Contractor within thirty (30) days of written demand by PCE (which such demand shall include a copy of the final determination disallows Domestic Content Provisions amounts). The Parties agree that it would be extremely difficult and impracticable under presently known and anticipated facts and circumstances to ascertain and fix the actual damages of PCE would incur in the event Contractor or its Domestic Content Subcontractors fails to comply with the Domestic Content Commitment, and that the DC Liquidated Damages required to be paid hereunder constitute a reasonable approximation of the harm or loss, and do not constitute a penalty. Contractor's payment of the DC Liquidated Damages shall be Contractor's sole and exclusive liability, and PCE's sole and exclusive remedy, for any breach of this Domestic Content Commitment.

1.4 Changes. The Parties agree that if the Code or Treasury Guidance is amended or revised, or proposed or final applicable regulations or Future Guidance are issued (a "Change in Law") and such Change in Law modifies the requirements associated with the Domestic Content Provisions, or otherwise modifies Contractors obligations under this Exhibit M, then at the request of either Party, the Parties shall negotiate in good faith to adjust the provisions of this Domestic Content Commitment to account for such Change in Law, with the intent to preserve, to the extent practical, the overall balance of rights and remedies of each Party contemplated by this Domestic Content Commitment.

1.5 Definitions. Capitalized terms used but not otherwise defined herein or the Agreement shall have the meanings assigned to them as follows:

"Applicable Project Components" means any article, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into the Notified IMW System(s) and EVSE Infrastructure located at the Project Site of such IMW System(s).

"CFR" means the Code of Federal Regulations.

"Domestic Content Laws" mean the domestic content requirements set forth in the Inflation Reduction Act of 2022, Public Law 117-169, 136 Stat. 1818 (Aug. 16, 2022) ("IRA") § 13101(g), to be Domestic Content Laws codified at 26 U.S.C. § 45(b)(9)–(10), and the IRA § 13701(a), to be codified at 26 U.S.C. § 45Y(g)(11)–(12), as may be amended, and any regulations or other guidance issued by the Secretary of the Treasury or his or her delegate, including guidance provided by Notice 2023-38 and Notice 2024-41 (as modified by Notice 2025-8), pursuant to the IRA § 13101(g), to be codified at 26 U.S.C. § 45(b)(12), or the IRA § 13701(a), to be codified at 26 U.S.C. § 45Y(f), and all other applicable federal, state, and local requirements regarding domestic content requirements.

"Domestic Content Subcontractors" means the Steel or Iron Subcontractor(s) and MP Contractor(s).

"Domestic Cost Percentage" is the percentage produced by dividing the "*Domestic Manufactured Products and Components Cost*" (as described in section 3.03(2)(b) of IRS Notice 2023-38) by the "*Total Manufactured Products Cost*" (as described in section 3.03(2)(c) of IRS Notice 2023-38). "**IRS**" means the Internal Revenue Service.

"Manufactured Product" means any article, material, or supply that is produced as a result of a Manufacturing Process and is directly incorporated into the Systems and EVSE Infrastructure located at the Project Site of such IMW System and are set forth in Schedule M1.1.1.

"Manufactured Product Component" means any article, material, or supply, whether

manufactured or unmanufactured, that is directly incorporated into a Manufactured Product.

“Manufacturing Processes” means the application of processes to alter the form or function of materials or of elements of a product in a manner adding value and transforming those materials or elements so that they represent a new item functionally different from that which would result from mere assembly of the elements or materials.

“MP Subcontractors” means the Subcontractor(s) providing the Manufactured Products.

“Steel or Iron Components” means any article, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into the Systems and EVSE Infrastructure located at the Project Site of such 1MW Systems that are construction materials made primarily of steel or iron that are structural in function and are set forth in Schedule M1.1.1.

“Steel or Iron Subcontractors” means the Subcontractor(s) providing the Steel or Iron Components.

SCHEDULE M1.1.1
STEEL OR IRON COMPONENTS

[attach list of Steel or Iron Structural Components]

DRAFT

SCHEDULE M1.1.2
MANUFACTURED PRODUCTS
&
MANUFACTURED PRODUCT COMPONENTS

[attach list of Manufactured Products]

DRAFT

EXHIBIT M-1

FORM OF PROCURER'S STEEL OR IRON CERTIFICATE

Peninsula Clean Energy Authority
2075 Woodside Rd.
Redwood City, CA 94061
Attn: Director of Power Resources
Re: Steel or Iron Components

Reference is made to the Domestic Content Commitment (the "Domestic Content Commitment") set forth in an Exhibit to that certain Engineering, Procurement and Construction Agreement, by and between McMillan Electric ("Contractor") and Peninsula Clean Energy Authority ("PCE") (the "Agreement"), dated as of _____ regarding the provision to PCE of Steel or Iron Components in connection with the Systems and EVSE Infrastructure located at the Project Site of such Systems. Capitalized terms used but not defined in this letter shall have the meanings of such terms in the Domestic Content Commitment, and this letter is subject to the limitations and other terms and conditions set forth in the Domestic Content Commitment.

As of the date of this Certificate, the undersigned hereby certifies, represents and warrants that, as of the date hereof, the following statements are true and correct for all Steel or Iron Components delivered [by Steel or Iron Subcontractor to Contractor][OR][by Contractor]² for the Systems and EVSE Infrastructure located at the Project Site of such Systems: (i) all Manufacturing Processes with respect to all Steel or Iron Components supplied to Contractor as set forth in Annex I attached hereto have taken place in the United States (except for metallurgical processes involving refinement of steel additives), and (ii) all information set forth on Annex I attached hereto is true and correct in all respects.

**[Steel or Iron Subcontractor]
[OR][McMillan Electric]³**

By: _____
Name: _____
Title: _____
Dated: _____

² The first optional language should be used if a Steel or Iron Subcontractor procures the Steel or Iron Components. The second optional language should be used if Contractor procures the Steel or Iron Components.

³ This should be the party the directly procures Steel or Iron Components from the steel mill.

Annex I to Procurer's Steel or Iron Certificate

Steel or Iron Components

Year	Type	Location of Mfg. Process	Start of Mfg.	Completion of Mfg.	Mfg. Process	Lot/Serial No.

**[ATTACH COPY OF ALL APPLICABLE MILL CERTIFICATES AND DESCRIPTION OF
MANUFACTURING PROCESS]**

DRAFT

EXHIBIT M-2

FORM OF CONTRACTOR STEEL OR IRON CERTIFICATE

Peninsula Clean Energy Authority
2075 Woodside Rd.
Redwood City, CA 94061
Attn: Director of Power Resources
Re: Steel or Iron Components

Reference is made to the Domestic Content Commitment (the “Domestic Content Commitment”) set forth in an Exhibit to that certain Engineering, Procurement and Construction Agreement by and between McMillan Electric (“Contractor”) and Peninsula Clean Energy Authority (“PCE”) (the “Agreement”), dated as of _____ regarding the provision to PCE of Steel or Iron Components in connection with the Systems and EVSE Infrastructure located at the Project Site of such Systems. Capitalized terms used but not defined in this letter shall have the meanings of such terms in the Domestic Content Commitment, and this letter is subject to the limitations and other terms and conditions set forth in the Domestic Content Commitment.

Contractor hereby certifies, represents and warrants that, as of the date hereof, the following statements are true and correct for all Steel or Iron Components delivered to Contractor [by the Steel and Iron Subcontractor]⁴ identified in the Procurer’s Certificate for Steel or Iron attached hereto as Annex I (the “Procurer Certificate”) for incorporation into the Systems and EVSE Infrastructure located at the Project Site of such Systems pursuant to the Agreement: (i) to the extent incorporation of the same into the Systems and EVSE Infrastructure located at the Project Site of such Systems has occurred as of the date of this Certificate, Contractor has incorporated the Steel or Iron Components identified in the Procurer Certificate into the Systems and EVSE Infrastructure located at the Project Site of such Systems, except in a case of a substitution in accordance with clause (ii), below, and (ii) Contractor has not substituted in lieu of such Steel or Iron Components any Steel or Iron Component that does not satisfy the requirements of the Domestic Content Commitment for such Steel or Iron Components.

McMillan Electric

By: _____
Name: _____
Title: _____
Dated: _____

⁴ To be included if Steel or Iron Components are procured through a Subcontractor.

Annex I to Procurer's Steel or Iron Certificate

Steel or Iron Components

Year	Type	Location of Mfg. Process	Start of Mfg.	Completion of Mfg.	Mfg. Process	Lot/Serial No.

**[ATTACH COPY OF ALL APPLICABLE MILL CERTIFICATES AND DESCRIPTION OF
MANUFACTURING PROCESS]**

DRAFT

EXHIBIT M-3

FORM OF PROCURER'S MP CERTIFICATE

Peninsula Clean Energy Authority
2075 Woodside Rd.
Redwood City, CA 94061
Attn: Director of Power Resources
Re: Manufactured Products

Reference is made to the Domestic Content Commitment (the “Domestic Content Commitment”) set forth in an Exhibit to that certain Engineering, Procurement and Construction Agreement, by and between McMillan Electric (“Contractor”) and Peninsula Clean Energy Authority (“PCE”) (the “Agreement”), dated as of [date] regarding the provision to PCE of Manufactured Products in connection with the Systems and EVSE Infrastructure located at the Project Site of such Systems. Capitalized terms used but not defined in this letter shall have the meanings of such terms in the Domestic Content Commitment, and this letter is subject to the limitations and other terms and conditions set forth in the Domestic Content Commitment.

As of the date of this Certificate, the undersigned hereby certifies, represents and warrants that, as of the date hereof, the following statements are true and correct for all Manufactured Products delivered [by MP Subcontractor to Contractor][OR][by Contractor]⁵ for the Systems and EVSE Infrastructure located at the Project Site of such Systems: (i) all Manufacturing Processes with respect to all Manufactured Products supplied to Contractor as set forth in Annex I attached hereto have taken place in the United States, and (ii) all information set forth on Annex I attached hereto is true and correct in all respects.

[MP Subcontractor] [OR][McMillan Electric]⁶

By: _____
Name: _____
Title: _____
Dated: _____

⁵ The first optional language should be used if a MP Subcontractor procures the Manufactured Products. The second optional language should be used if Contractor procures the Manufactured Products.

⁶ This should be the party the directly procures Manufactured Products from the manufacturer.

Annex II to MP Procurer's Certificate

Manufactured Products (MPs)
and
Manufactured Product Components (MPCs)

Year	Type (MP or MPC)	Location of Mfg. Process	Start of Mfg.	Completion of Mfg.	Mfg. Process	Lot/Serial No.

**[ATTACH COPY OF ALL APPLICABLE MANUFACTURER CERTIFICATES AND DESCRIPTION OF
MANUFACTURING PROCESS]**

EXHIBIT M-4

FORM OF CONTRACTOR MP CERTIFICATE

Peninsula Clean Energy Authority
2075 Woodside Rd.
Redwood City, CA 94061
Attn: Director of Power Resources
Re: Manufactured Products

Reference is made to the Domestic Content Commitment (the “Domestic Content Commitment”) set forth in an Exhibit to that certain Engineering, Procurement and Construction Agreement by and between McMillan Electric (“Contractor”) and Peninsula Clean Energy Authority (“PCE”) (the “Agreement”), dated as of [date] regarding the provision to PCE of Manufactured Products in connection with the Systems and EVSE Infrastructure located at the Project Site of such Systems. Capitalized terms used but not defined in this letter shall have the meanings of such terms in the Domestic Content Commitment, and this letter is subject to the limitations and other terms and conditions set forth in the Domestic Content Commitment.

Contractor hereby certifies, represents and warrants that, as of the date hereof, the following statements are true and correct for all Manufactured Products delivered to Contractor [by the MP Subcontractor]⁷ identified in the MP Procurer’s Certificate for Manufactured Products attached hereto as Annex I (the “Subcontractor Certificate”) for incorporation into the Systems and EVSE Infrastructure located at the Project Site of such Systems pursuant to the Agreement: (i) to the extent incorporation of the same into the Systems and EVSE Infrastructure located at the Project Site of such Systems has occurred as of the date of this Certificate, Contractor has incorporated the Manufactured Products identified in the Procurer’s MP Certificate into the Systems and EVSE Infrastructure located at the Project Site of such Systems, except in a case of a substitution in accordance with clause (ii), below, and (ii) Contractor has not substituted in lieu of such Manufactured Products any Manufactured Product that does not satisfy the requirements of the Domestic Content Commitment for such Manufactured Products.

McMillan Electric

By: _____
Name: _____
Title: _____
Dated: _____

⁷ To be included if Steel or Iron Components are procured through a Subcontractor.

EXHIBIT N

PWA COMMITMENT

1.1 Prevailing Wage and Apprenticeship Requirements.

1.1.1 Compliance; Remedies. Contractor acknowledges that Owner is relying upon certain Renewable Energy Incentives and that compliance with this Exhibit N is an essential and material requirement of the Agreement. Contractor shall, and shall cause all Notified 1MW System Subcontractors at every tier to, comply with the PWA Requirements and cooperate with Owner and its service providers in substantiating such compliance. Contractor shall promptly notify Owner of any failure to comply with the PWA Requirements and promptly cure such failure in accordance with applicable law. If Contractor does not timely cure a failure, Owner may, without limitation to any other remedies available to Owner, (i) withhold any payments that may be owed to Contractor as necessary to protect Owner from actual or potential losses, costs or damages on account of such failure (including in correcting any failure by Contractor to comply with the PWA Requirements and third-party costs), or (ii) be reimbursed by Contractor as provided in Section 1.3 of this Exhibit N.

1.1.2 Prevailing Wages; Wage Determinations. Contractor shall ensure that all Laborers and Mechanics employed by Contractor or any Notified 1MW System Subcontractor in Construction, Alteration, or Repair in connection with the Work are paid not less than the applicable prevailing wage rates. The applicable general wage determination shall be the determination in effect for the applicable Notified 1MW System and EVSE Infrastructure located at the Project Site of such 1MW System at the time the Agreement is executed by Owner, or, if the Agreement is later modified to add substantial Construction, Alteration, or Repair not within the original scope (or extend performance beyond the originally obligated period), at the time of such modification. If additional classifications or rates are required and not listed, Contractor shall obtain the necessary supplemental determination or additional classification and comply with the resulting wage rates. Contractor need not pay prevailing wage rates to Qualified Apprentices to the extent a lower apprentice rate is permitted under the applicable Qualified Apprenticeship Program, provided all ratio and supervision requirements are satisfied. The foregoing Prevailing Wage Requirements also apply to any Alteration or Repair performed during any taxable year within ten (10) years after any Notified 1MW System and EVSE Infrastructure located at the Project Site of such 1MW System is placed in service.

1.1.3 Apprenticeship. During construction of a Notified 1MW System prior to the placed-in-service date, Contractor shall ensure compliance with applicable Apprenticeship Requirements, including (a) the labor-hours requirement, (b) applicable apprentice-to-journeyworker ratios and supervision rules of registered programs (hours beyond allowable ratios shall not count toward the labor-hours requirement), and (c) the participation requirement applicable to each employer as set forth in Section 45(b)(8)(C) of the Code, as interpreted in the PWA Regulations. If Contractor or any Notified 1MW System Subcontractor relies on a good-faith-effort exception, it shall maintain contemporaneous documentation sufficient to substantiate such reliance and provide it to Owner upon request. Following any Notified 1MW System and EVSE Infrastructure located at the Project Site of such 1MW System being placed in service, Owner shall promptly provide Contractor written notice of the placed-in-service date.

1.1.4 Records; Access. Contractor will, and will cause its Notified 1MW System Subcontractors to, maintain and preserve its records, including books of account or records for Work performed by Notified 1MW System Subcontractors constituting Construction, Alteration or Repair, in sufficient form to establish that the PWA Requirements have been satisfied including, without limitation, (a) the applicable prevailing

wage determination, the Laborers and Mechanics who performed Work constituting Construction, Alteration or Repair, the classifications of work they performed, their hours worked in each classification, the wage rates paid for the work, and such other documentation required by the PWA Regulations to the extent applicable to the Prevailing Wage Requirements, and a listing of the workers who performed work constituting Construction, Alteration or Repair who were not classified as Laborers and Mechanics and the reason they were not so classified, and (b) the Labor Hours performed by Qualified Apprentices, the total Labor Hours, records identifying all applicable registered apprenticeship programs (and all material correspondence to and from each such registered apprenticeship programs), records sufficient to identify all Qualified Apprentices (and their registration with the applicable governmental authority (and the period covered thereby) or apprenticeship program), and such other documentation required by the PWA Regulations and the basis for any reliance on the “good faith effort” exception described in section 45(b)(8)(D)(ii) of the Code. Contractor cooperate with Owner, its Affiliates, designees, and service providers in substantiating compliance with the PWA Requirements and shall furnish the above supporting documentation to Owner upon request and retain all such records consistent with applicable law. Owner, its Affiliates, designees, and service providers shall have the right, upon request, to access, copy, and audit such records to verify compliance. Contractor will maintain such documentation for a period of ten (10) years after the end of all warranty periods provided in the Agreement. This Section 1.1.4 and Section 1.3 shall survive any expiration or earlier termination of this Agreement.

1.1.5 Changes in law. Should there be any modifications to the PWA Requirements after the Effective Date, including any Future Guidance, that require any steps or procedures different or additional to those set forth in this Exhibit N, such modified PWA Requirements shall control, and notwithstanding anything to the contrary herein, Contractor shall and shall cause all Notified IMW System Subcontractors to comply with the PWA Requirements as modified. In the event such modifications cause an increase in the actual cost or time required for Contractor or its Notified IMW System Subcontractors performance of the Work, the Contract Price shall be adjusted to account for additional actual costs and time pursuant to Section 10 of the Agreement and in accordance with the PWA Regulations.

1.1.6 Reporting. Contractor shall provide periodic summaries or certifications of compliance and produce payroll reports and apprenticeship documentation as reasonably requested by Owner, including in connection with diligence or tax audits.

1.2 Contractor’s Obligations. All costs and expenses required in connection with Contractor’s performance of its obligations under this Exhibit N shall be solely for Contractor’s account, and there shall be no adjustment to the Contract Price (except as provided in Section 10 of the Agreement or Section 1.1.5 of this Exhibit N).

1.3 Contractor’s Liability. If a failure to comply with the PWA Requirements occurs, at any tier, Contractor shall timely make all required curative payments and any other payments required by the PWA Regulations, including PWA Cure Payments, fines, and penalties, and provide evidence of such payment(s) to Owner. Contractor shall be liable for the payment of or reimbursement for any PWA Cure Payments, on an after-tax basis, required to be made (whether to any Laborer or Mechanic or to the Secretary of the U.S. Treasury Department) as a result of any such breach. Any PWA Cure Payment (that is not subject to good faith dispute) shall occur before the last day of the first month following the end of the calendar quarter in which the failure to comply with the Prevailing Wage Requirements occurred.

1.4 Definitions. Capitalized terms used but not otherwise defined herein or the Agreement shall have the meanings assigned to them as follows:

“Apprenticeship Requirements” means, collectively, the “apprenticeship requirements” described in sections 45(b)(8) or 45Y(g)(10) of the Code with respect to production tax credits, or sections 48(a)(11) or 48E(d)(4) of the Code with respect to investment tax credits, any applicable Treasury Regulation (including but not limited to the PWA Regulations) or any Future Guidance.

“CFR” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended.

“Construction, Alteration or Repair” has the meaning given to the terms “construction, prosecution, completion, or repair” as defined under 29 CFR § 5.2, as modified by section 1.45-7(d)(3) of the Treasury Regulations (or such other work as specified to be “construction, alteration or repair” in Future Guidance).

“Future Guidance” means statutory amendments; temporary, proposed or final Treasury Regulations; any guidance or explanations published by the US Department of the Treasury, the Congressional Research Service, or the Joint Committee on Taxation; any IRS guidance published in the “Internal Revenue Bulletin” and/or “Cumulative Bulletin”; any notice, announcement, revenue ruling or revenue procedure, private letter ruling, technical advice memorandum, legal memorandum issued by IRS Chief Counsel, or similar authority issued by the IRS; any judgment, decision or opinion of the U.S. Tax Court, the U.S. Court of Federal Claims, a U.S. District Court, a U.S. Court of Appeals, or the U.S. Supreme Court; or any other legislative, administrative or judicial guidance in each case, interpreting or applying the Inflation Reduction Act (U.S. federal public law 117-169).

“IRS” means the Internal Revenue Service.

“Labor Hours” means the total number of hours devoted to the performance of Construction, Alteration, or Repair work by any individual employed by Contractor or any Notified IMW System Subcontractor, excluding any hours worked by foremen, superintendents, owners or persons employed in a bona fide executive, administrative or professional capacity (within the meaning of those terms in 29 CFR 541) for purposes of the labor hour requirements set forth in Section 45(b)(8)(A) of the Code, as interpreted in the PWA Regulations.

“Laborers and Mechanics” or **“Laborers or Mechanics”** means those individuals whose duties are manual or physical in nature, including (i) those individuals who use tools or who are performing the work of a trade, (ii) apprentices and helpers, and (iii) working forepersons who devote more than 20% of their time during a workweek to laborer or mechanic duties (and who do not meet the criteria for exemption of 29 CFR part 541) to the extent of the time spent conducting laborer and mechanic duties, but excluding (A) individuals whose duties are primarily administrative, executive, or clerical, rather than manual, and (B) persons employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR part 541, as provided in the PWA Regulations.

“Prevailing Wage Requirements” means the requirements set forth in sections 45(b)(7) or 45Y(g)(9) of the Code with respect to production tax credits, or sections 48(a)(10) or 48E(d)(3) of the Code with respect to investment tax credits, as applicable, any applicable Treasury Regulation (including but not limited to the PWA Regulations) and any Future Guidance.

“PWA Cure Payment” means (i) with respect to any failure to satisfy the Apprenticeship Requirements, a payment described in section 45(b)(8)(D) of the Code, and (ii) with respect to any failure to satisfy the Prevailing Wage Requirements, a payment described in section 45(b)(7)(B) of the Code.

“PWA Regulations” means those certain regulations published at 89 Fed. Reg. 53184 (June 25, 2024) and those certain proposed regulations published at 88 Fed. Reg. 82,188 (November 22, 2023).

“PWA Requirements” means, collectively, the Apprenticeship Requirements and the Prevailing Wage Requirements.

“Qualified Apprentice(s)” means an individual who is employed by Contractor or any Notified 1MW System Subcontractor, performing applicable Construction, Alteration or Repair of the Notified 1MW System and EVSE Infrastructure located at the Project Site of such 1MW System and who is participating in a Qualified Apprenticeship Program, and has entered into a written agreement with such program containing the terms and conditions of employment and training of the apprentice and has been registered as an apprentice with the U.S. Department of Labor’s Office of Apprenticeship or a State apprenticeship agency during the time period in which work is performed by the apprentice for the Contractor.

“Qualified Apprenticeship Program” means a registered apprenticeship program (as defined in section 3131(e)(3)(B) of the Code).

“Renewable Energy Incentives” means all federal, state, or local tax credits or other tax benefits associated with the construction, ownership, production, or storage of electricity from a Notified 1MW System and EVSE Infrastructure located at the Project Site of such 1MW System that Owner can obtain by virtue of satisfaction of the PWA Requirements (including but not limited to federal income tax credits under sections 45, 45Y, 48, or 48E of the Code).

“Notified 1MW System Subcontractor” means any person or entity with whom Contractor or any of its subcontractors (and so on) contracts to perform Construction, Alteration or Repair of a Notified 1MW System or EVSE Infrastructure located at the Project Site of such 1MW System in connection with the Work.

“Treasury Regulations” means the proposed, final and temporary regulations promulgated by the Treasury Department from time to time under the Code, in each case as may be modified, replaced or supplemented and including any successor regulations to the same.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: March 18, 2026
MEETING DATE: March 26, 2026
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Leslie Brown, Director of Account Services
SUBJECT: Account Services Quarterly Update

BACKGROUND

The purpose of the Account Services team is to provide customer billing support through direct customer interaction, as well as oversee the various processes related to the management of PCE's customer data. This includes relationships with our back-office data manager, Calpine Energy Solutions, and PG&E.

DISCUSSION

Enrollment Statistics

Peninsula Clean Energy's participation rate is currently 96.4%

Town or Territory	Active	Eligible	Participation
ATHERTON INC	2,650	2,733	97.3%
BELMONT INC	12,091	12,434	97.7%
BRISBANE INC	2,472	2,529	98.0%
BURLINGAME INC	16,762	17,137	98.2%
COLMA INC	858	886	98.5%
DALY CITY INC	33,064	34,239	96.7%
EAST PALO ALTO INC	7,703	8,074	95.5%
FOSTER CITY INC	14,402	14,729	98.1%
HALF MOON BAY INC	4,918	5,069	97.4%
HILLSBOROUGH INC	3,943	4,038	97.4%
LOS BANOS INC	13,224	15,755	84.5%
MENLO PARK INC	16,772	17,096	98.4%
MILLBRAE INC	9,446	9,782	97.0%
PACIFICA INC	14,914	15,479	96.3%
PORTOLA VALLEY INC	1,607	1,687	94.8%
REDWOOD CITY INC	35,237	36,190	97.9%
SAN BRUNO INC	16,034	16,710	96.3%
SAN CARLOS INC	14,365	14,704	97.8%
SAN MATEO INC	44,176	45,345	97.8%
SO SAN FRANCISCO INC	24,906	25,986	96.6%
UNINC SAN MATEO CO	24,095	24,881	97.0%
WOODSIDE INC	2,216	2,272	97.0%
Total	315,855	327,755	96.4%

Customer Savings

PCE customers saved over \$47M in CY 2025, or about 10% on their generation costs.

To date, customers have saved at least \$225M on the generation portion of their bills. The typical residential customer is saving about \$72 a year on their bills due to being our customer.

Collection Efforts

Our pre-collections and collections processes were suspended during the 2025 holiday period, and noticing resumed in February 2026. Through mid-March customers have made payments of over \$6,000 via pre-collections and over \$8,000 through collections with Optio Solutions. The next group of notices will go out in early April, and we'll look to continue our strong start into the rest of 2026. As a reminder, CARE and FERA customers remain in the pre-collections process and are not pursued for collection by Optio Solutions.

Budget Billing Program

The budget billing program was launched on February 15th, and just over 8,000 customers

were enrolled to kick off the program. All enrollees were already participants in PG&E's budget billing program and now have a more complete budget billing experience with PCE. Eligible customers can enroll at any time on PG&E's website as well as visit the PCE budget billing webpage for more information. As a reminder budget billing gives customers the option to stabilize their monthly electricity bills and prevent the spikes that can occur during summer months. This program does not reduce customer bills and is not a way for customers to save money, it simply offers a way for customers at risk of high summer bills to spread the costs of those spikes throughout the year.

NEM & SBP Annual Cash Outs 2026

The 2026 annual cash outs are around the corner, with the first lists scheduled to be processed in mid-April. Solar billing plan customers can expect some change with this year's cash out, primarily the switch from the net surplus compensation (NSC) model to the board approved shift to an escrow credit balance structure for their energy export credits (EEC). This update will provide better value to SBP customers for their excess generation as well as simplify the cash out process and monthly credit tracking for customers. Staff will report on 2026 cash out totals in the next quarterly report.

Contact Center Updates

Since our last quarterly update, our in-house Contact Center has continued to exceed expectations, demonstrating strong performance in customer support and customer retention.

With the recent rate change, the Contact Center team has successfully kept opt-out rates low through proactive communication and thoughtful customer engagement. Since December, the team has processed 65 opt-outs while also successfully re-enrolling 16 customers who had previously opted out of our services. Many customers contacted the Contact Center seeking clarification about recent bill increases. Our Customer Success Advisors have consistently taken the time to clearly explain the rate change and reinforce the benefits of remaining enrolled with Peninsula Clean Energy. By providing clear information and personalized support, the team has helped customers better understand the value of our service and make informed decisions.

From December through February, our CSA's responded to 3,664 customer emails and answered over 1,300 calls, continuing to deliver timely, knowledgeable, and customer-focused support.

The team has continued supporting Peninsula Clean Energy programs by processing e-bike rebate applications. Between December and February, CSAs processed more than 2,000 applications, demonstrating the team's efficiency and ability to manage a high volume of program-related work while maintaining excellent customer service.

Contact Center Stats for December 2025-February 2026

Total Calls Answered	Spanish Calls	Mandarin Calls
1359	137	4
Opt Out Submitted	Retained	Re-Enrolled
65	58	16
Emails		
3664		

Outreach for Bill Assistance Programs

In February and March, we conducted outreach for the Arrearage Management Program (AMP) and Match My Payment program. Both programs are administered by PG&E and provide bill relief to income-eligible customers with past-due balances. In total, nearly 14,500 potentially-eligible customers were contacted via email and direct mail to inform them of these bill assistance opportunities. Our AMP outreach resulted in 16.3% of notified customers enrolling in the AMP program.

Rate Change and PCIA Adjustment Implementation

The Account Services team has been working to ensure our billing agent, Calpine, and our in-house call center team are well-prepared to accommodate our February 1 rate decrease of 47%. PCE decreased rates due to the large spike in the 2026 Power Charge Indifference Adjustment (PCIA) for our customers. Rates were set so that PCE customers may continue to enjoy a 10% discount to PG&E's generation rates. We have also implemented a new "PCIA Adjustment" credit of \$0.016 per kWh for our customers with 2021 or 2022 PCIA Vintage Years (primarily Los Banos customers). This credit ensures Los Banos customers enrolled under PCIA 2021/2022 Vintages receive the same discount as San Mateo County (2016 Vintage) customers.

Export Credit for Regenerative Braking from Caltrain

Beginning April 1st, Caltrain will transition to Solar Billing Plan (SBP) as approved by the Board last September. Since October, Caltrain's exports have been valued at the interim \$0.06/kWh value, but now that Solar Billing Plan is operational for non-residential customers in PG&E's billing system, Caltrain's exports will be valued at the SBP Energy Export Credit.

This new provision represents a meaningful step forward for clean mobility on the Peninsula. By supporting Caltrain's transition from diesel to electric service and ensuring fair treatment of regenerative braking exports, the tariff helps reduce greenhouse-gas emissions, lowers overall system costs, and strengthens long-term investment in sustainable public transportation for the community.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: March 17, 2026
MEETING DATE: March 26, 2026
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Kim Le, Director of Data and Technology
SUBJECT: Data and Technology Department Quarterly Report

BACKGROUND

Data and Technology at Peninsula Clean Energy (PCE) is made up of two teams, each playing a crucial role in the organization's operations. The Data Team is responsible for managing large volumes of data from various sources, such as customer load usage and energy market data, and ensuring accuracy and accessibility for analysis, reporting, and decision-making. The IT Team oversees the management of our software and hardware systems and ensures the smooth operation of our technology infrastructure and platforms.

DISCUSSION

During the first quarter of 2026, Data and Technology continued strengthening the organization's technical infrastructure, improving internal tools, and preparing for several major technology initiatives planned for later this year.

On the IT side, work this quarter centered on preparing back-end systems and user accounts for the organization's upcoming email domain name change, implementing records retention practices, and beginning technology planning for networking and audiovisual conference room systems in the new office space. On the Data side, the team began developing in-house tools from the ground up to increase our ability to retrieve and manage data from new sources, while also building new workflows that enable large scale data analysis across multiple teams.

DATA TEAM HIGHLIGHTS

The Data Team focused on expanding PCE's ability to collect, process, and analyze data used by Power Resources, Account Services, Programs, and Marketing. This included developing new internal tools to obtain and manage datasets from additional sources. Building these tools in-house increases flexibility and ensures the organization can adapt as data needs evolve.

The team also began designing and implementing new data workflows that enable large scale analysis across several internal teams. These workflows help streamline how datasets are prepared and organized so that staff can more easily perform analysis and generate insights

for program planning, operational decisions, and reporting.

Additional work this quarter focused on improving the stability and organization of existing data systems. Enhancements were made to internal processes and documentation so that datasets are easier to maintain and troubleshoot, helping ensure the long-term reliability of the organization's data environment.

IT TEAM HIGHLIGHTS

The IT Team concentrated on several organization wide technology initiatives that will be implemented over the coming year. A major focus this quarter was preparing systems and user accounts for the organization's upcoming email domain name change. This work involves backend configuration across multiple systems to ensure a smooth transition with minimal disruption to staff.

In addition, the team started planning and coordinating the networking and audiovisual infrastructure for the organization's new office. This includes designing conference room technology and connectivity that will enable reliable hybrid meetings and collaboration as the organization transitions into the new space.

These efforts help strengthen the organization's technical foundation while preparing for upcoming operational and infrastructure changes.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: March 6, 2026
MEETING DATE: March 26, 2026
VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors
FROM: Mike Mielke, Sr. Manager Legislative Policy
SUBJECT: March 2026 Legislative Policy Update

BACKGROUND

This memorandum provides an overview of the latest developments from Sacramento and Washington, D.C., summarizing key political shifts and policy priorities as the 2026 calendar year enters Q2. It highlights the most consequential developments for Peninsula Clean Energy, including evolving affordability pressures, market and regulatory risks, and opportunities to advance policies that support reliable, low-cost clean energy.

DISCUSSION

Sacramento — 2026 Update: Political and Energy Policy Landscape (Spring 2026)

The Legislature reconvened in January for the second year of the 2025–2026 Session amid a converging set of pressures: fiscal constraint, rising energy affordability concerns, accelerating load growth, and heightened political sensitivity heading into the November 2026 elections. While Democrats retain strong majorities, legislative leadership—under Senate Pro Tem Monique Limón and Assembly Speaker Robert Rivas—is prioritizing cohesion and deliverable outcomes in a year where members are increasingly risk-averse.

The 2026 election cycle is impacting legislative behavior. With all Assembly seats, half the Senate, and an open gubernatorial race on the ballot, there is a clear tilt toward high-visibility affordability measures and oversight of utility costs, and away from complex or politically vulnerable structural reforms. At the same time, the open Governor’s race—with no clear frontrunner—has introduced additional uncertainty, with candidates staking out positions on cost of living, climate leadership, and utility accountability that may influence legislative momentum.

The Legislature is also entering a key procedural phase of the session. The Assembly (March 16) and Senate (March 25) deadlines for introducing “spot” and “intent” bills are shaping bill activity, with many placeholders being introduced ahead of later substantive amendments. At the same time, policy committee hearings are beginning the week of March 16 with an early focus on more straightforward and non-controversial bills as committees work to “clear the decks” before turning to more

substantive and politically sensitive proposals later in the spring.

This initial legislative push will be followed by the Spring Recess from March 30 through April 6, after which the Legislature will return to a more intensive hearing schedule and begin advancing higher-profile policy measures.

At the federal level, escalating tension between California and the Trump Administration—particularly around vehicle emissions standards and broader climate authority—adds a layer of uncertainty that could materially impact California’s clean energy trajectory and regulatory autonomy.

Top Issues Driving the 2026 California Legislative Agenda

1. **Energy Affordability and Utility Cost Scrutiny:** Affordability has emerged as the dominant through-line in Sacramento. Lawmakers are increasingly focused on ratepayer impacts, utility spending, and cost drivers, with growing interest in oversight, accountability, and cost containment. This creates both opportunity and risk for CCAs: while there is openness to addressing IOU-driven cost escalation, there is also potential for proposals that centralize procurement or shift costs in ways that disadvantage CCA customers.
2. **Budget Constraints and Program Retrenchment:** The state continues to face structural budget pressure, with the May Revision expected to clarify the depth of the deficit. Early signals point to limited new energy or climate spending and increased scrutiny of existing programs, including demand-side and distributed energy efforts. Programs like DSGS are expected to sunset absent new funding, raising broader questions about the future of load flexibility policy. Tax revenues have outpaced projections, thanks in large part to the continued strong performance of the stock market, but international affairs could render these gains moot. The full impacts of HR 1 have still not been absorbed into the proposed state budget.
3. **Load Growth, Electrification, and Large Flexible Loads:** Policymakers are increasingly focused on how to plan for rapid load growth driven by electrification, data centers, and industrial demand. This is translating into legislative interest in forecasting accuracy, cost allocation, and whether new large loads are paying their fair share of system costs, all of which have direct implications for CCA customers and procurement strategies.
4. **Transmission and Interconnection Reform:** There is growing recognition that transmission constraints and interconnection delays are major cost drivers and barriers to clean energy deployment. Legislative and stakeholder momentum is building around reforms to modernize planning frameworks, improve anticipatory investment, and reduce bottlenecks.
5. **State–Federal Tension on Climate Policy:** Ongoing federal challenges to California’s climate authority—particularly around vehicle standards—introduce market and regulatory uncertainty that could affect clean energy investment, load forecasts, and long-term planning assumptions.

California Energy Legislative Policy: Key Issues

1. **Power Charge Indifference Adjustment (PCIA) Transparency and Cost Accountability (AB 1761 Rogers):** This issue remains a central cost driver for CCA customers. AB 1761 continues to gain traction as a targeted, defensible approach focused on transparency rather than structural overhaul, requiring disclosure of the data and assumptions underlying IOU cost recovery. For PCE, this is foundational to improving cost forecasting, identifying drivers of rate increases, and strengthening engagement at the CPUC. Note that PCE filed a support letter for AB 1761, i

advance of the Committee hearing.

2. **Resource Adequacy (RA) Reform and Transactability (SB 1138 – Padilla):** Implementation of the Slice-of-Day framework has exposed inefficiencies in RA markets. SB 1138 seeks to restore limited transactability, which could improve liquidity and reduce artificial scarcity. For PCE, this represents a near-term cost containment opportunity, with prior estimates suggesting significant ratepayer savings if flexibility had been allowed earlier.
3. **Energy Affordability — Risk of Centralization:** A second wave of affordability legislation is emerging, but proposals may include centralized procurement models, cost socialization mechanisms, or expanded IOU roles. These approaches risk undermining CCA autonomy and shifting costs onto CCA customers. Active engagement will be critical to ensure solutions focus on root causes (e.g., utility cost growth) rather than structural changes that disadvantage CCAs.
4. **Load Flexibility and Demand-Side Programs (Post-DSGS Transition):** With DSGS funding expected to expire, policymakers are beginning to consider the next generation of demand-side programs. A key risk is a transition to CPUC-led structures that could limit CCA participation or favor IOU/third-party models. Preserving the ability for CCAs to act as program providers will be essential.
5. **Transmission Planning Reform (AB 2111 – Papan, PCE Co-Sponsor):** AB 2111 is emerging as a flagship policy effort to modernize transmission planning by requiring evaluation of multiple plausible futures rather than a single forecast. For PCE, this directly advances priorities around affordability (avoiding costly reactive buildout), reliability (planning for extreme scenarios), and clean energy deployment (unlocking interconnection capacity).
6. **Large Load Cost Allocation and Rate Design:** New and emerging proposals are exploring whether large new loads—particularly data centers—should face new rate structures or upfront infrastructure cost responsibilities. This is a critical issue for PCE, as poorly designed policies could either shift costs onto existing customers or distort local procurement dynamics.
7. **Diablo Canyon Extension Discussions Re-emerging as Affordability and Reliability Pressure Grows:** Discussions are beginning to re-emerge in Sacramento around the potential extension of the Diablo Canyon nuclear facility beyond its currently planned retirement timeline, driven by concerns about reliability, affordability, and the pace of clean energy deployment. While no specific legislative proposal has yet advanced this session, the issue is increasingly being raised in policy and budget conversations, particularly as the state grapples with rising electricity costs and growing demand.

State Budget Outlook

Governor Newsom's January proposal reflected a modest projected deficit of roughly \$3 billion, while the Legislative Analyst's Office has warned of more significant structural deficits in the out-years.

The proposal largely maintains prior investments and reflects a cautious fiscal posture, with limited new spending and a focus on sustaining existing programs. At the same time, continued multiyear deficits and fiscal uncertainty are expected to increase competition for limited state resources and place pressure on discretionary programs.

Budget Subcommittee hearings are now underway, marking the Legislature's shift into detailed oversight of departmental spending and program implementation. While recent revenue performance has been stronger than expected, the state continues to face structural fiscal challenges and ongoing uncertainty tied to federal policy changes, including potential reductions in federal support and

increased programmatic costs.

Washington, D.C.: Overview and Federal Energy Policy Update (Early 2026)

Washington has entered a volatile stretch in early 2026, shaped by unified Republican control of the White House, House, and Senate, but also by rising political vulnerability heading into the November midterm elections. While Republicans retain governing authority in Washington, their congressional majorities are fragile—especially in the House—and that reality is increasingly driving behavior on both substance and messaging. As a result, much of the federal conversation is being pulled toward issues with immediate voter salience, particularly cost of living, energy prices, border and election politics, and national security.

The 2026 midterms are already looming large over congressional strategy. House Republicans are defending a narrow majority, and recent political reporting has framed the chamber as highly competitive, with Democrats hoping to regain control; the Senate map is tougher for Democrats, but not entirely out of reach, which is helping keep pressure high in both chambers. That broader electoral backdrop is contributing to a governing style focused less on complex bipartisan problem-solving and more on positioning fights, base mobilization, and high-visibility issues that can be carried onto the campaign trail.

Congress is currently debating the Safeguard American Voter Eligibility (SAVE) Act, legislation that would require documentary proof of U.S. citizenship (such as a passport or birth certificate) to register to vote in federal elections. The House has passed the bill, but it faces significant hurdles in the Senate where Democrats are expected to filibuster it and the 60-vote threshold required to advance most legislation remains a major barrier. President Trump has strongly backed the bill and has publicly pressured Senate Republicans to prioritize its passage, while also suggesting that the Senate should consider weakening or eliminating the filibuster if necessary. However, key Senate Republicans have so far indicated they support maintaining the filibuster, making rule changes unlikely in the near term. As a result, the debate is increasingly being viewed as a political positioning issue ahead of the 2026 midterm elections, with limited likelihood of near-term enactment but potential implications for broader Senate procedural fights.

At the same time, the war involving Iran is reshaping federal political behavior by intensifying pressure on prices and supply chains. Reporting this month indicates that the conflict has driven sharp increases in oil and diesel prices, strained global LNG markets, and severely disrupted shipping through the Strait of Hormuz, a critical chokepoint for global oil and gas trade. Those effects are now feeding directly into Washington's affordability politics, complicating Republican efforts to run on lower costs and adding urgency to debates over domestic energy production, energy security, and trade.

Against that backdrop, the Trump Administration and congressional Republicans continue to advance a mix of oversight, executive action, and targeted legislation that could affect clean energy markets and California directly. That includes the Administration's lawsuit challenging California's clean vehicle standards, scrutiny of federal EV charging implementation, active tariff investigations under Section 301, and broader political attention to load growth tied to AI and data center expansion. Taken together, these developments are creating a more uncertain federal environment for electrification, clean technology supply chains, and long-term energy planning—while also reinforcing California's role as a policy counterweight to Washington on climate and clean energy.

For California and for Peninsula Clean Energy, the practical implication is that federal policy risk is no

longer confined to abstract regulatory debates. It is increasingly showing up in the form of higher energy and equipment cost risk, uncertainty around electrification assumptions, and a more politically charged operating environment for clean energy policy. That makes it even more important for PCE to track and engage in federal developments as material factors that could directly influence affordability, procurement costs, load growth, and the pace of clean energy deployment.

Federal Energy Legislative Policy: Key Issues

1. Federal lawsuit challenges California clean vehicle standards: The Trump Administration has filed a lawsuit challenging California's authority under the Clean Air Act to enforce strict vehicle emissions standards, including rules that would phase out sales of new gasoline vehicles by 2035. If successful, the case could significantly weaken California's long-standing authority to set stronger clean vehicle standards that are also adopted by 17 other states representing more than one-third of the U.S. auto market. For the clean energy transition, the lawsuit introduces uncertainty around electric vehicle (EV) adoption timelines, which could affect electricity demand growth and long-term electrification planning. Weakening California's vehicle standards could slow EV deployment and reduce expected electrification-driven load growth, potentially affecting planning for clean electricity supply and grid investments.
2. Federal housing legislation could influence building emissions and electrification: The Senate recently passed the 21st Century ROAD to Housing Act with broad bipartisan support, though the bill faces an uncertain path in the House. The legislation includes provisions that could indirectly affect climate policy, including changes to federal environmental review requirements, incentives for retrofitting existing buildings, expanded definitions of manufactured housing, and additional funding for home weatherization programs. Depending on how these provisions are implemented, the bill could influence building energy efficiency, electrification opportunities, and housing development patterns. Building electrification and efficiency upgrades are key strategies for reducing emissions and managing electricity demand growth.
3. Section 301 Trade Investigations and Potential New Tariffs: The Trump Administration has launched broad Section 301 trade investigations into 16 major trading partners, examining alleged excess manufacturing capacity and failures to prevent forced-labor imports. Section 301 of the Trade Act of 1974 allows the U.S. to impose tariffs if foreign trade practices are found to harm U.S. commerce. The probes are widely seen as an effort to rebuild a legal basis for tariffs after courts struck down earlier tariff authorities, and they could affect a wide range of industrial sectors and global supply chains. For the clean energy sector, this matters because many key technologies—including solar panels, batteries, grid equipment, and other energy infrastructure—depend heavily on global supply chains, particularly in Asia. If these investigations lead to new tariffs, they could increase costs for clean energy projects, slow deployment timelines, and add uncertainty for developers and utilities planning new resources. For Peninsula Clean Energy, higher equipment costs or supply disruptions could increase procurement costs for renewable energy and storage projects, potentially affecting customer rates and the pace at which new clean resources come online. While tariffs have not yet been imposed, the investigations have already prompted pushback from Asian governments and could heighten trade tensions if they lead to new import restrictions.
4. Data center expansion is accelerating electricity demand growth: Major technology companies continue expanding AI and cloud infrastructure, with Microsoft reportedly negotiating to lease large amounts of data center capacity at a new Texas campus tied to the \$500 billion Stargate AI

infrastructure initiative. At the same time, regulators in Mississippi approved a new power plant with 41 natural gas turbines to supply electricity to data centers. Rapid growth in AI and data center electricity demand is increasingly shaping power markets nationwide and has already been identified as a key driver of higher electricity prices in regions such as Pennsylvania–New Jersey–Maryland (PJM) Interconnection. The rapid expansion of large electricity loads underscores the importance of grid planning, transmission expansion, and ensuring new demand is served by clean resources rather than new fossil generation.

5. Federal funding cuts are slowing industrial decarbonization projects: Low-carbon industrial startups are facing setbacks after the Trump Administration canceled several federal clean energy demonstration grants. One example is Sublime Systems, a leading low-carbon cement startup that laid off about two-thirds of its workforce after losing a Department of Energy grant intended to support commercial deployment. Industrial decarbonization technologies such as low-carbon cement and steel are widely viewed as critical for reducing emissions from the construction and infrastructure sectors. Reduced federal support for these technologies could slow progress toward economy-wide emissions reductions, which could indirectly affect the broader climate policy landscape that shapes clean electricity demand and investment.

ATTACHMENTS:

[PCE Support for AB 1761 -- Mar 9, 2026.docx](#)
[AB 2111 Sponsor Letter_Asm U&E.pdf](#)
[March 2026 Bill Matrix.pdf](#)



March 9, 2026

Assemblymember Cottie Petrie-Norris, Chair
Assembly Committee on Utilities and Energy
1020 N Street, Room 408A
Sacramento, CA 95814

Re: AB 1761 (Rogers) – SUPPORT

Dear Chair Petrie-Norris,

On behalf of Peninsula Clean Energy (PCE), I write in support of AB 1761 by Assemblymember Chris Rogers, a measure that supports energy affordability by improving transparency and certainty in how the Power Charge Indifference Adjustment (PCIA) – a charge on nearly all electricity bills – is calculated.

Electricity bills in California are rising rapidly due to a combination of market pressures, infrastructure investments, and regulatory policies. PCE, a Community Choice Aggregator (CCA) serving approximately 800,000 electricity customers in San Mateo County and the City of Los Banos in Merced County, is concerned that our residents could face significant bill increases in the years ahead—not because they are using more electricity, but because of the Power Charge Indifference Adjustment (PCIA).

Policymakers must pursue practical solutions that ensure electricity customers are not overcharged and that rates remain as affordable as possible. One important step is improving transparency in how the PCIA is calculated. The PCIA is determined through proceedings at the California Public Utilities Commission (CPUC), but there is currently no consistent standard for what data must be made available to the parties participating in those proceedings. As a result, CCAs and consumer advocates lack access to the information needed to verify the accuracy of the charge or understand the drivers of rate changes.

AB 1761 addresses this problem by requiring the CPUC and investor-owned utilities to disclose the data, assumptions, and methodologies used to calculate PCIA costs. The bill would also require that parties proposing changes to the PCIA provide the data underlying their proposals. Sensitive information would remain protected through nondisclosure agreements already used in other regulatory contexts.

Greater transparency will allow stakeholders to verify calculations, improve forecasting, and better protect customers from unexpected rate increases. It will also strengthen regulatory accountability and help ensure that customers pay their fair share – and not more.

For these reasons, PCE strongly supports AB 1761.

If you have any questions, please contact Mike Mielke with our Policy and Government Affairs team. Mike can be reached at mmielke@pensisulacleanenergy.com; 202-607-1064.

Sincerely,



Shalini Swaroop
Chief Operating Officer
Peninsula Clean Energy



March 19, 2026

The Honorable Cottie Petrie-Norris
Chair, Assembly Committee on Utilities & Energy
1020 N Street, Suite 121
Sacramento, CA 95814

Re: Co-Sponsorship of AB 2111 (Papan)

Dear Chair Petrie-Norris:

On behalf of the Abundance Network, Peninsula Clean Energy, and Sonoma Clean Power, we are proud to jointly co-sponsor Assembly Bill 2111 (Papan), which will help protect California ratepayers from rising electricity costs while ensuring the state can meet its ambitious climate goals and maintain electric system reliability.

Today, California lacks sufficient transmission capacity in key parts of the grid, which prevents many new clean energy projects from connecting and delivering power to customers. As a result, power providers are often unable to secure newer and more affordable energy resources, driving up overall system costs. Recent withdrawals of more than 10 gigawatts of proposed projects from the CAISO interconnection queue highlight how transmission constraints and planning uncertainty are limiting new clean energy development.

One reason for this challenge is that the state currently plans transmission largely around a single “best guess” forecast of future demand and resources. In today’s rapidly evolving energy landscape—characterized by rapid electrification, increasing electricity demand, and the growing impacts of climate change—those assumptions can quickly become outdated.

AB 2111 would improve California’s transmission planning framework by requiring the state to evaluate a wider range of plausible future scenarios and compare the total system costs of different transmission and resource strategies. This approach will help ensure California builds the transmission infrastructure needed to support a reliable, affordable, and clean electricity system.

Should you have any questions or concerns, please do not hesitate to contact any of us directly.

Staff can also reach Miles Horton, legislative liaison for Sonoma Clean Power, at mhorton@sonomacleanpower.org or 707-757-1444 (cell).

Thank you for your leadership on this important issue!

Sincerely,

A handwritten signature in black ink that reads "Todd David". The signature is fluid and cursive, with the first name "Todd" and last name "David" clearly distinguishable.

Todd David
Political Director
Abundance Network

A handwritten signature in blue ink that reads "Shalini Swaroop". The signature is written in a cursive style, with the first name "Shalini" and last name "Swaroop" clearly distinguishable.

Shalini Swaroop
Chief Operating Officer
Peninsula Clean Energy

A handwritten signature in black ink that reads "Geof Syphers". The signature is written in a cursive style, with the first name "Geof" and last name "Syphers" clearly distinguishable.

Geof Syphers
Chief Executive Officer
Sonoma Clean Power

CC: The Honorable Diane Papan, 21st Assembly District

Status of 2026 Legislative Session Bills
As of March 17, 2026
With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
AB 1761 (Rogers) PCIA Data Transparency	Current law authorizes the Public Utilities Commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. This bill would require the commission to ensure that all data relied on in any decision or ruling, or in any proposal or analysis provided by an electrical corporation, the commission's staff, or any other party, for the determination or application of a calculation methodology for any charge imposed on customers of a load-serving entity to recover the cost of contracts or resources owned by an electrical corporation or any value derived from that calculation is made available to load-serving entities and ratepayer advocates on behalf of customers.	Scheduled for March 18 hearing in Assembly Utilities & Energy Committee	Support	Sponsor	This is CalCCA's sponsored legislation to increase data transparency on PCIA inputs.
AB 1787 (Schultz) Option Dynamic Rate Tariff	Current law requires each IOU to identify a separate rate component to fund certain programs that enhance system reliability and provide in-state benefits, and requires that the rate component be a nonbypassable element of the local distribution service. This bill would require a large electrical corporation, if the PUC approves the IOU's request to upgrade its smart meter infrastructure and related information management and billing systems on or after	Referred to Assembly Utilities & Energy Committee			

**Status of 2026 Legislative Session Bills
As of March 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	January 1, 2027, to offer to each of its customers from whom the incremental costs of those upgrades are recovered at least one optional dynamic rate tariff upon the upgraded smart meter infrastructure being placed into service and its costs being recoverable in rates, as specified.				
AB 1849 (Papan) Decarbonized Gaseous Fuels	Current law regulates the emission of air contaminants, including the oxides of nitrogen, into the atmosphere. Current law generally vests regulatory jurisdiction over stationary sources of air pollution to the air pollution control districts and air quality management districts and regulatory jurisdiction over mobile sources of air pollution to the California Air Resources Board (CARB). This bill would require, on or before December 31, 2027, CARB to conduct an assessment of the amount of decarbonized gaseous fuels that will be needed to decarbonize hard-to-electrify sectors and maintain reliability in the electricity sector. The bill would require the assessment to include an assessment of the need for decarbonized gaseous fuels in each hard-to-electrify sector.	Referred to Assembly Natural Resources Committee and Assembly Utilities & Energy Committee			
AB 2111 (Papan)	Existing law requires the Public Utilities Commission (PUC), in consultation with the State Energy Resources Conservation and	Referred to Assembly Utilities	Co-Sponsor		PCE is co-sponsoring the bill along with

**Status of 2026 Legislative Session Bills
As of March 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
Transmission Planning	Development Commission (Energy Commission), to provide transmission-focused guidance to the Independent System Operator (ISO) about resource portfolios of expected future renewable energy resources and zero-carbon resources, including the allocation of those resources by region based on technical feasibility and commercial interest in each region to allow the ISO to identify and approve transmission facilities needed to interconnect resources and reliably serve the needs of load centers, as specified. On December 23, 2022, the PUC, the Energy Commission, and the ISO entered into a memorandum of understanding related to resource and transmission planning, transmission development and permitting, procurement, and interconnections to achieve reliability and policy needs and to coordinate the timely development of resources, resource interconnections, and needed transmission infrastructure. Existing law requires the Energy Commission and the PUC, in coordination with the ISO, every 5 years, to review the memorandum of understanding and a related workplan to ensure the memorandum and workplan reflect the coordination that is needed to help meet the state's energy goals. This bill	& Energy Committee			Sonoma Clean Power and the Abundance Network

**Status of 2026 Legislative Session Bills
As of March 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	would require those entities, on or before January 1, 2028, to incorporate into an update any revisions as may be necessary to to, among other things, ensure that the memorandum and workplan reflect the requirements of Federal Energy Regulatory Commission Order 1920-A, including methods to evaluate resource portfolios that reflect the best available methods of decision-making under uncertainty. This bill contains other related provisions and other existing laws.				
AB 2234 (Papan) CEQA: Geothermal Exploratory Projects	The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if the lead agency finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. Existing	Referred to Assembly Natural Resources Committee			This bill is sponsored by Sonoma Clean Power. A similar version of this bill was vetoed by the Governor in 2025.

**Status of 2026 Legislative Session Bills
As of March 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	law establishes the Geologic Energy Management Division in the Department of Conservation. Existing law requires the division to be the lead agency for all geothermal exploratory projects for purposes of CEQA, except as provided. Existing law defines “geothermal exploratory project,” for purposes of CEQA, in part as a project composed of not more than 6 wells and associated drilling and testing equipment whose chief and original purpose is to evaluate the presence and characteristics of geothermal resources. Existing law requires wells included within a geothermal exploratory project to be located at least 1/2 mile from geothermal development wells that are capable of producing geothermal resources in commercial quantities. This bill would expressly include as part of a geothermal exploratory project, among other things, equipment and activities necessary to establish interconnectivity between wells and reservoirs. The bill would exclude certain wells connecting to geothermal reservoirs from the 1/2-mile limit described above.				
AB 2313 (Berman)	Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including gas corporations.	Referred to Assembly Utilities			Co-sponsored by Earthjustice and NRDC

**Status of 2026 Legislative Session Bills
As of March 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
Home Energy Choice Act	Existing law requires, until January 1, 2031, gas corporations to submit to the commission an annual map that includes, among other things, the location of all potential gas distribution line replacement projects identified in its distribution integrity management plan and any foreseeable gas distribution pipeline replacements. This bill, the Home Energy Choice Act, would require the commission, in a new or existing proceeding, to require each gas corporation to offer a Gas Distribution Service Line Replacement Alternatives Program, on or before January 1, 2028, to provide gas customers served by a gas distribution service line, planned or forecasted for replacement over the next 5 years, or prioritized for replacement by the commission, with a monetary incentive to deploy gas distribution service line replacement alternatives, such as heat pumps or induction stoves, and cease gas service to avoid the gas distribution service line replacement, as specified. This bill contains other related provisions and other existing laws.	& Energy Committee			
AB 2493 (Petrie-Norris)	Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations.	Referred to Assembly Natural			

Status of 2026 Legislative Session Bills

As of March 17, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	Existing law requires the commission, if it determines that the rules, practices, equipment, appliances, facilities, or service of a public utility, or the methods of manufacture, distribution, transmission, storage, or supply used by the public utility, are unjust, unreasonable, unsafe, improper, inadequate, or insufficient, to determine and fix the rules, practices, equipment, appliances, facilities, service, or methods to be observed, furnished, constructed, enforced, or employed. This bill would require the commission to require each electrical corporation to retain an independent third-party auditor to review certain transmission- and interconnection-related submissions made by the electrical corporation, the electrical corporation's progress on completing network upgrades following approval in a generator interconnection agreement or transmission plan approved by the Independent System Operator, and the electrical corporation's compliance with any remedial actions ordered by the commission, as specified. The bill would require the third-party auditor to report to the commission on an annual basis, as provided. Within 90 days of receiving the auditor's report, the bill would	Resources Committee			

Status of 2026 Legislative Session Bills

As of March 17, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	require the commission to issue a resolution directing an electrical corporation to take remedial actions necessary to address any deficiencies identified by the auditor, as specified. This bill contains other related provisions and other existing laws.				
AB 2748 (Quirk-Silva) Affordable Housing Exemption from EV Charging Readiness Requirement	Existing law, the State Housing Law, establishes statewide construction and occupancy standards for buildings used for human habitation. Existing law requires the building department of every city or county to enforce within its jurisdiction all the provisions published in the California Building Standards Code and the provisions of the State Housing Law, as provided. Existing law makes any violation of the State Housing Law a misdemeanor punishable by a fine not exceeding \$1,000, by imprisonment not exceeding 6 months, or by both. This bill would exempt a new or existing affordable housing development, as defined, for which a permit application is submitted between January 1, 2025, and December 31, 2035, from the requirements for installation of low power Level 2 or higher electric vehicle charging receptacles in the 2025 California Green Building Standards	Referred to Assembly Housing and Community Development Committee			

**Status of 2026 Legislative Session Bills
As of March 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	Code, as provided. The bill would, instead, require those affordable housing developments for which a permit application is submitted between January 1, 2025, and December 31, 2035, to comply with the applicable requirements for installation of low power Level 2 or higher electric vehicle charging receptacles in the 2022 edition of the California Building Standards Code. The bill would repeal these provisions on January 1, 2037. By adding to the duties of local officials, and by expanding the scope of a crime, this bill would impose a state-mandated local program.				
SB 222 (Wiener) Residential Heat Pump Systems: Water Heaters and HVAC: Permit Streamlining	The bill would require a city, county, or city and county, beginning July 1, 2027, to adopt and offer asynchronous inspections for installations of residential heat pump water heater or heat pump HVAC systems, as defined, that do not require a licensed contractor and building inspector to be simultaneously present during the inspection. The bill would authorize a building inspector to contact the licensed contractor who performed the installation by telephone call or real-time video conferencing during their inspection, and, if the building inspector determines during an asynchronous inspection that there is an issue with an	Referred to Assembly Utilities & Energy Committee			This bill is co-sponsored by SPUR, Bay Area Air District, and Building Decarb Coalition

**Status of 2026 Legislative Session Bills
As of March 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	installation of the heat pump water heater or heat pump HVAC system and that the licensed contractor who performed the installation must be present to perform tests or cure the installation, to require the licensed contractor who performed the installation to schedule an additional inspection in which the building inspector and the licensed contractor who performed the installation are required to be simultaneously present during the additional inspection.				
SB 868 (Wiener) Portable Solar Generation Devices	Current law vests the Public Utilities Commission with regulatory authority over public utilities, including IOUs, while local publicly owned electric utilities are under the direction of their governing boards. This bill would exempt a portable solar generation device, as defined, from all interconnection requirements imposed by state law, the commission, electrical corporation rules, or local publicly owned electric utility rules, as specified.	Passed Senate Committee on Energy, Utilities, & Communications on 3/17 Also Referred to Senate Committee on Judiciary			This bill is being amended to subject the implementation of the bill to align with the California Electrical Code.
SB 886 (Padilla) Data Center Rates	Current law authorizes the Public Utilities Commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. This bill, the California Technology Innovation and Ratepayer Protection Act, would require the commission,	Passed Senate Committee on Energy, Utilities, & Communications on 3/17			This bill is being amended to specify the bill only addresses data centers. The bill is additionally

**Status of 2026 Legislative Session Bills
As of March 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	on or before July 1, 2027, to establish or modify an IOU tariff for the interconnection of the participating customer facilities and the transmission, distribution, and generation services to participating customers, as specified. The bill would require the commission, as part of establishing or modifying the electrical corporation tariff, to, at a minimum, establish eligibility criteria for large load customers, as defined, and facilities, evaluate the risks and benefits of this tariff to nonparticipating ratepayers, and ensure that the tariff prevents the creation of stranded costs for, or cost shifts, to nonparticipating ratepayers.				being amended so that data center tariffs created, pursuant to the bill, only include distribution and transmission costs and not generation costs associated with serving a data center.
SB 943 (Becker) Industrial Customers Transmission Charges	Current law authorizes the Public Utilities Commission to fix the rates and charges for every public utility and requires that those rates and charges be just and reasonable. This bill would authorize the commission to direct an electrical corporation with more than 100,000 service connections in California, when billing an industrial customer for separately metered new load to provide industrial process heat, to apply an adjustment factor to the per kilowatthour rate so as to limit the nonbypassable charge	Passed Senate Committee on Energy, Utilities, & Communications on 3/17			

**Status of 2026 Legislative Session Bills
As of March 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	ratio, as specified, in furtherance of facilitating electrification of industrial energy use.				
SB 978 (Pérez) Data Centers Rates	Would require the Public Utilities Commission (PUC) to establish a special rate structure for large-scale energy users, who would be defined as customers of electrical corporations operating facilities with operational requirements of at least 75 megawatts of electricity, to protect other customers of electrical corporations, prevent cost shifts to those other customers, and require large-scale energy users to pay for the electrical corporations' upfront costs of transmission or distribution infrastructure upgrades necessary for the provision of electrical service to those users. The bill would require the construction of those facilities to comply with certain labor requirements.	Passed Senate Committee on Energy, Utilities, & Communications on 3/17			This bill is being amended so that data center tariffs created, pursuant to the bill, only include distribution and transmission costs and not generation costs associated with serving a data center.
SB 1048 (Becker) State Seal of Climate Literacy	Would establish the State Seal of Climate Literacy to recognize high school graduates who have demonstrated mastery in climate literacy disciplines and have attained green skills or technical green skills, as defined. The bill would require the Superintendent of Public Instruction to, among other things, prepare and deliver to participating local educational agencies an appropriate insignia to be affixed to the diploma	Referred to Senate Education Committee			

**Status of 2026 Legislative Session Bills
As of March 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	or transcript of the pupil indicating that the pupil has been awarded a State Seal of Climate Literacy by the Superintendent. The bill would make a local educational agency's participation in awarding the State Seal of Climate Literacy voluntary. For a local educational agency that chooses to participate, the bill would require the local educational agency to (1) award a State Seal of Climate Literacy to a pupil that successfully completes at least 2 courses in the area of climate literacy and a climate literacy final experiential learning project that focuses on the effects of climate change in the pupil's local community, as provided, (2) maintain appropriate records in order to identify pupils who have earned a State Seal of Climate Literacy, and (3) on or before July 1, 2027, and on or before July 1 of each year thereafter, provide specified data to the State Department of Education. The bill would require the department, on or before October 1, 2027, and on or before October 1 of each year thereafter, to submit a report to the Legislature with the data collected by participating local educational agencies.				

**Status of 2026 Legislative Session Bills
As of March 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
SB 1138 (Padilla) Resource Adequacy Transactability	Existing law vests the Public Utilities Commission with regulatory authority over public utilities, including electrical corporations. Existing law requires the commission, in consultation with the Independent System Operator, to establish resource adequacy requirements for all load-serving entities, as provided. Existing law requires each load serving to be subject to the same requirements for resource adequacy, the renewables portfolio standard program, and the integrated resource planning process that apply to electrical corporations, as provided. This bill would require the commission to permit a load-serving entity to demonstrate compliance with resource adequacy requirements by selling to, or otherwise making transactions with, another load-serving entity to meet not more than 25% of its compliance obligation, on a short-term basis, and to permit those transactions to be denominated in the same unit of time used to denominate resource adequacy compliance requirements.	Referred to Senate Energy, Utilities, & Communications Committee	Official support position in process	Sponsor	This is CalCCA's second sponsored bill of the session.
SB 1168 (McNerney)	Existing law vests the Public Utilities Commission (PUC) with regulatory authority over public utilities, including gas corporations and electrical corporations, while local publicly	Referred to Senate Energy, Utilities, & Communications Committee and			

**Status of 2026 Legislative Session Bills
As of March 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
Data Centers Surcharge on Natural Gas Usage	owned electric utilities are under the direction of their governing boards. Existing law establishes a surcharge on all natural gas consumed in the state to fund certain low-income assistance programs, cost-effective energy efficiency and conservation activities, and public interest research and development. Under existing law, the surcharge is in addition to any other charges for natural gas sold or transported for consumption, as defined, in this state. This bill would impose surcharges, on and after January 1, 2027, on natural gas consumed by a data center, as defined, or a person that consumes natural gas to produce electricity primarily for a data center, at an unspecified rate, and on electricity consumed by a data center that is purchased from an electric utility, which includes an electrical corporation and local publicly owned electric utility, at an unspecified rate. The bill would specify that the above-described surcharges apply to persons that meet specified criteria, including, among other things, that during any single month beginning January 1, 2027, the person purchased natural gas from a gas corporation, or electricity from an electric utility, that was wholly or partially consumed by a data center.	Senate Revenue & Taxation Committee			

Status of 2026 Legislative Session Bills

As of March 17, 2026

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	The bill would require a gas corporation and electric utility to collect the applicable surcharge from each data center, except as provided. The bill would authorize a person to apply to a gas corporation or electric utility, as applicable, for an exemption from a surcharge, as specified.				
SB 1215 (Cortese) IOU EV Charging at Multifamily Properties	Existing law requires each IOU, not later than February 28, 2021, to file an advice letter for, and requires the PUC, not later than June 30, 2021, to approve, a new tariff or rule that authorizes each IOU to design and deploy all electrical distribution infrastructure on the utility side of the customer's meter for all customers installing separately metered infrastructure to support charging stations, other than those in single-family residences. This bill would require the PUC, on or before March 1, 2027, to direct IOUs to install Level 2 and Level 3 electric vehicle charging stations and associated equipment and facilities at multifamily housing to, by December 31, 2037 at least triple the amount of electric vehicle charging stations in existence, as of January 1, 2027, at multifamily housing in its service territory.	Referred to Senate Energy, Utilities, & Communications Committee			

**Status of 2026 Legislative Session Bills
As of March 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
SB 1282 (Becker) Grid-Integrated Vehicle Technologies Standards	Existing law authorizes the State Energy Resources Conservation and Development Commission (Energy Commission), in consultation with the State Air Resources Board and the Public Utilities Commission (PUC), to require any weight class of battery electric vehicle to be bidirectional capable, as defined, if it determines there is a sufficiently compelling beneficial bidirectional-capable use case to the battery electric vehicle operator and electrical grid, as specified. Existing law defines various terms related to bidirectional-capable use. This bill would direct the CEC to adopt and implement standards for the grid-integrated vehicle technology and associated grid-integrated charging technology of new vehicles. The bill further directs the CEC, by December 31, 2027, to conduct and publish an assessment on the potential for grid-integrated vehicle technology and grid-integrated charging technology adoption to provide electrical grid service contributions to address the needs of electrical grid energy supply, reliability, and affordability needs associated with the state's transition to 100 percent renewable and zero-carbon energy sources for retail electricity by 2045.	Referred to Senate Energy, Utilities, & Communications Committee			

**Status of 2026 Legislative Session Bills
As of March 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
SB 1295 (Stern) Procurement of Storage Systems	Existing law requires the PUC to determine appropriate targets, if any, for each load-serving entity, to procure viable and cost-effective energy storage systems to be achieved by December 31, 2020. Existing law requires the commission to direct the state's 3 IOUs to file applications for programs and investments to accelerate widespread deployment of distributed energy storage systems. This bill would require the PUC, in addition to the requirements described above, on or before January 1, 2030, to consider procurement strategies for the installation of a statewide total of up to 40,000 megawatts of energy storage systems. As part of the procurement strategies considered by the PUC, the bill would require the PUC to consider appropriate targets, if any, for load-serving entities to procure viable and cost-effective energy storage systems, to be achieved on or before December 31, 2040. If the PUC imposes an energy storage system procurement target on load-serving entities, the bill would authorize each load-serving entity to meet up to 50% of its procurement target through energy storage systems that it owns, that are interconnected at the transmission or distribution level, or that are located on the				

**Status of 2026 Legislative Session Bills
As of March 17, 2026**

With Peninsula Clean Energy and CalCCA Adopted Positions

Bill	Summary	Status	PCE Position	CalCCA Position	Comments
	customer side of the meter, as specified. The bill would require the PUC to reconsider procurement strategies and appropriate targets not less than once every 3 years.				



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: March 20, 2026

MEETING DATE: March 26, 2026

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Board of Directors

FROM: Brianna Arroyo, Administrative Assistant

SUBJECT: Social Media FAQ's

ATTACHMENTS:

[PCE_ How to handle comments on Nextdoor.pdf](#)

[PCE_ Social media talking points.pdf](#)

How to handle comments on Nextdoor

What qualifies as an incendiary comment?

- The post contains aggressive or accusatory language.
- The post spreads misinformation about PCE's programs, services, or billing—or about clean energy.
- The post escalates negativity within the Nextdoor community, even if the original post is not negative.

How do I know if PCE should respond?

- ☐ Does the comment contain misinformation that could harm PCE's reputation?
- ☐ Is the comment receiving significant, negative attention (likes, replies, etc.)?
- ☐ Does responding to the post align with PCE's values and commitment to candor, transparency, and community support?
- ☐ Is someone asking a question related to PCE's billing or services?

It may be helpful to respond proactively, even if the original comment isn't particularly negative. This early intervention can help prevent misinformation and keep the community conversation on track.

I found an incendiary comment. What should I do next?

1. **Notify the Marketing team.**

Send an email with the subject line: "Nextdoor comment for review" with a direct link to the post and any necessary screenshots to the following PCE team members:

- Aleisha Juarez, ajuarez@peninsulacleanenergy.com
- Kerstin Grune (cc'd), kgrune@peninsulacleanenergy.com
- Gwen Rose (cc'd), grose@peninsulacleanenergy.com
- Kirsten Andrews-Schwind (cc'd), kandrews-schwind@peninsulacleanenergy.com
- Jayden Hanan (cc'd), jhanan@peninsulacleanenergy.com

2. **Be prepared to take action.**

Given Nextdoor's limited access, we may ask you to respond via your personal profile. If the Marketing team confirms that a response is necessary, we will provide you with the appropriate post copy.

Helpful reminders

- When you see a negative Nextdoor comment, be a calm observer and collect details for escalation.
- Do not engage with incendiary comments, unless the Marketing team provides you with post copy.
- Responses on behalf of PCE should always reflect the organization's values.
- Stay ahead of the negativity: Responding to questions early can help keep the tone positive and prevent the situation from escalating.

Social media FAQs

Here are some helpful tips for responding to frequently asked questions about Peninsula Clean Energy (PCE) on social media. Frame your response in a way that is accurate, concise, and friendly—all while staying true to PCE's mission and values. Feel free to adapt these prompts to your own voice, keeping it casual, personable, and polite.

Depending on the social media platform, your response could also encourage people to contact PCE Support for more information at info@peninsulacleanenergy.com or 1-866-966-0110.

What is Peninsula Clean Energy (PCE)? How is PCE different from PG&E?

PCE is your local, not-for-profit electricity provider. PCE provides the majority of the electricity supply—97% in fact—for San Mateo County and Los Banos.

PCE provides you with clean electricity, while PG&E delivers it to you through their wires. It's kind of like ordering takeout from your favorite restaurant (PCE) and having a food delivery service (PG&E) deliver it to your door.

Does PCE cost more than PG&E?

No! PCE's rates are competitive with or even lower than PG&E's, so you save money with PCE. You can compare PCE's and PG&E's rates here:

https://www.pge.com/assets/pge/docs/account/alternate-energy-providers/pce-sm_rateclasscomparison.pdf

Why was I automatically enrolled?

Your city or county voted to join PCE to bring cleaner, affordable energy to your community.

Can I opt out of PCE?

Yes, you can opt out. However, PCE's rates are typically lower than PG&E's, so opting out of PCE will make your electricity bill go up.

I opted out of PCE and my bill went down.

When you opted out of PCE, PG&E put you on a special temporary rate (TBCC) for six months. Recently, this rate has been lower than PCE's, which is probably why your bill went down. However, after six months, you'll be switched back to PG&E's regular rates, which are at least 5% higher than PCE's. So, even though it seems like you're saving money now, your bill will likely go up in the long term.

What clean energy options do I have?

You are automatically enrolled in ECOplus, which is 100% clean, 50% from renewable sources, and cheaper than PG&E. If you want to do even more good for the environment, you can upgrade to ECO100, which is 100% renewable energy for a small additional cost.

I have solar power. Why do I still have fees?

PCE only charges for the electricity you use beyond what your solar panels generate. If your panels produce less energy than your household needs, you'll see charges for the extra electricity you pulled from the grid. However, if your solar panels generate more energy than you use, PCE gives you a credit!

Why did my bill go up after switching to PCE?

Your bill increase is likely due to PG&E's delivery rates, not PCE. In fact, PCE has frozen rates multiple times to keep costs stable and put savings back in customers' pockets.



PENINSULA CLEAN ENERGY AUTHORITY
JPA Board Correspondence

DATE: March 20, 2026

MEETING DATE: March 26, 2026

VOTE REQUIRED: None

TO: Honorable Peninsula Clean Energy Authority Executive Committee

FROM: Nelly Wogberg, Board Clerk

SUBJECT: Acronym List

ATTACHMENTS:

[ACRONYMS - as of 02-01-2024.pdf](#)

COMMONLY USED ACRONYMS AND KEY TERMS

AB xx – Assembly Bill xx
ALJ – Administrative Law Judge
AMP - Arrears Management Plans
Apple Valley Choice Energy
AQM – Air Quality Management
Ava – Formally East Bay Community Energy
BAAQMD – Bay Area Air Quality Management District
BLPTA – Buyer Liability Pass Through Agreement
CAC – Citizens Advisory Committee
CAISO – California Independent System Operator
CalCCA – California Community Choice Association
CAM – Cost Allocation Mechanism
CAP – Climate Action Plan
CAPP – California Arrearage Payment Program
CARB – California Air Resources Board, or California ARB
CARE - California Alternative Rates for Energy Program
CBA – California Balancing Authority
3CE- Central Coast Community Energy (Formerly Monterey Bay Community Power-MBCP)
CCA – Community Choice Aggregation (aka Community Choice Programs (CCP) or
CCE – Community Choice Energy (CCE)
CCCFA – California Community Choice Financing Authority
CC Power – California Community Power
CEC – California Energy Commission
Clean Energy Alliance – CCA in
CPA – Clean Power Alliance
Clean Power SF
CPP - Critical Peak Pricing
CPSF – Clean Power San Francisco
CPUC – California Public Utility Commission (Regulator for state utilities) (Also PUC)
CSD – California Department of Community Services and Development
CSGT - Community Solar Green Tariff
Customer Centricity - culture, framework and business strategy based on providing a positive customer experience and building long-term relationships
DA – Direct Access
DAC-GT - Disadvantaged Communities Green Tariff
DER – Distributed Energy Resources
Desert Community Energy
DG – Distributed Generation
DOE – Department of Energy
DR – Demand Response
DRP – Demand Response Provider
DRP/IDER – Distribution Resources Planning / Integrated Distributed Energy Resources
EBCE – East Bay Community Energy now known as Ava Community Energy
ECOplus – PCE’s default electricity product, 50% renewable and 50% carbon-free (in 2021)
ECO100 – PCE’s 100% renewable energy product

EDR – Economic Development Rate
 EE – Energy Efficiency
 EEI – Edison Electric Institute; Standard contract to procure energy & RA
 EIR – Environmental Impact Report
 ELCC – Effective Load Carrying Capability
 EPIC – Energy for Palmdale’s independent Choice
 ESP – Electric Service Provider
 ESS – Energy Storage Systems
 ESSA – Energy Storage Services Agreement
 ERRA – Energy Resource Recovery Account
 EV – Electric Vehicle
 EVSE – Electric Vehicle Supply Equipment (Charging Station)
 FERA- Family Electric Rate Assistance Program
 FERC – Federal Energy Regulatory Commission
 FFS – Franchise Fee Surcharge
 GHG – Greenhouse gas
 GHG-Free – Greenhouse gas free
 GTSR – Green Tariff Shared Renewables
 GWh – Gigawatt Hours (Energy) = 1000 MWh
 Heavy Duty Vehicle – large vehicles such as busses and long-haul trucks
 HPWH – Heat Pump Water Heater
 HP HVAC – Heat Pump Heating, Ventilation, and Air Conditioning
 HR xx – House of Representatives Bill xx
 IDER – Integrated Distributed Energy Resources
 IGFC – Income Graduated Fixed Charge
 IOU – Investor-Owned Utility (e.g. PG&E, SCE, SDG&E)
 IJJA – Infrastructure Investment and Jobs Act
 IRA – Inflation Reduction Act
 IRP – Integrated Resource Plan
 IVR – Interactive Voice Response
 ITC – Investment Tax Credit (it’s a solar tax credit)
 JCC – Joint Cost Comparison
 JPA – Joint Powers Authority
 JRC – Joint Rate Comparison
 JRM – Joint Rate Mailer
 kW – kilowatt (Power)
 kWh – Kilowatt-hour (Energy)
 Lancaster Energy
 Light Duty Vehicle - passenger vehicles such as cars and small pickup trucks
 LDS – Long Duration Storage
 LDES – Long Duration Energy Storage
 LIHEAP- Low Income Home Energy Assistance Program
 Load Shaping – changing when grid energy is used
 LSE – Load Serving Entity
 MCE – Marin Clean Energy
 Methane Gas - formerly known as ‘natural gas’
 Microgrid – building or community energy system
 Mid Duty Vehicle – vehicles such as passenger vans
 MW – Megawatt (Power) = 1000 kW
 MWh – Megawatt-hour (Energy) = 1000 kWh

MTR – Mid-Term Reliability
 MUD – Multi-unit Dwelling
 NBCs – non-bypassable charges
 NBT – Net Billing Tariff
 NEM – Net Energy Metering
 NERC – North American Electric Reliability Corporation
 NDA – Non-Disclosure Agreement
 NG – Natural Gas
 OBF – On-bill Financing
 OBR – On-bill Repayment
 OCPA – Orange County Power Authority
 OES – Office of Emergency Services
 OIR – Order Instituting Rulemaking
 PACE – Property Assessed Clean Energy
 PCC – Portfolio Content Category (aka “buckets”) – categories for RPS compliance
 PCC1 – Portfolio Content Category 1 REC (also called bucket 1 REC)
 PCC2 – Portfolio Content Category 2 REC (also called bucket 2 REC)
 PCC3 – Portfolio Content Category 3 REC (also called bucket 3 REC or unbundled REC)
 PCEA – Peninsula Clean Energy Authority
 PCIA – Power Charge Indifference Adjustment
 PCL – Power Content Label
 Pioneer Community Energy
 PLA – Project Labor Agreement
 POU – Publicly Owned Utility
 Pomona Choice Energy
 PPA – Power Purchase Agreement
 PPSA – Project Participation Share Agreement (CC Power)
 PRIME – Pico Rivera innovative Municipal Energy
 PSPS – Public Safety Power Shutoff
 PV – Photovoltaics (solar panels)
 Rancho Mirage Energy Authority
 RA – Resource Adequacy
 RE – Renewable Energy
 REC – Renewable Energy Credit/Certificate
 Redwood Coast Energy Authority
 RICAPS - Regionally Integrated Climate Action Planning Suite
 RPS – California Renewable Portfolio Standard
 S xx – US Senate Bill xx
 SB xx – CA Senate Bill xx
 Santa Barbara Clean Energy
 SBP – Solar Billing Plan
 SCP – Sonoma Clean Power
 SDCP – San Diego Community Power
 SJCE – San Jose Clean Energy
 San Jacinto Power
 SJVAPCD - San Joaquin Valley Air Pollution Control District
 SMD – Share My Data, interval meter data
 SQMD – Settlement Quality Meter Data
 SVCE – Silicon Valley Clean Energy
 TOB – Tariff on Bill

TOU Rates – Time of Use Rates

Valley Clean Energy

VGI – Vehicle-Grid Integration

V2G – Vehicle-to-Grid

VPP – Virtual Power Plant

WECC – Western Energy Coordinating Council

WREGIS – Western Renewable Energy Generation Information System

WSPP – Western Systems Power Pool; standard contract to procure energy and RA

WWGPI - West-Wide Governance Pathways Initiative