**RFP-24-401-ADM-01**

**Attachment 2a**

**ADM SAMPLE Subcontract Terms and Conditions**

**Subcontract for Services with ADM Associates, Inc.**

This Subcontract Agreement (“Subcontract”) is made on \*\*\*\*\*\* \*\*, 2025.

This Subcontract is between ADM Associates, Inc., located at 3239 Ramos Circle, Sacramento, CA 95827 (“ADM”), and \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* (“Subcontractor" or “\*\*\*\*\*\*\*\*”), located at \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*, \*\*\*\*\*\*\*\*, \*\* \*\*\*\*\*. ADM and Subcontractor may individually be referred to in this Subcontract as a “Party” and collectively as the “Parties.”

# **Background.**

## ADM has entered Prime Contract number 400-24-011 with the California Energy Commission (“Client” or “Energy Commission”).

## ADM desires to engage Subcontractor to perform a portion of the work called for under the Prime Contract and Subcontractor desires to accept such engagement, all pursuant to the Terms and Conditions set forth in this Agreement and the following Appendices attached to this Agreement, each of which are incorporated into this Agreement by reference:

### Exhibit A: ADM Subcontract Terms and Conditions (“Terms and Conditions”)

### Exhibit B: Task Authorization

### Exhibit C: Rate Tables and Compensation Schedule

### Exhibit D: Flow Down Provisions from Prime Contract

# **Term.**

The Subcontractor’s engagement under this Subcontract shall begin on \*\*\*\*\*\* \*\*, 2025 (the “Effective Date”) and shall continue until \*\*\*\*\*\* \*\*, 20\*\* (the “Work Completion Date”). As of the Work Completion Date, Subcontractor shall have completed the Work to the satisfaction of ADM; and delivered to ADM all Deliverables and any other required materials, documents, and/or deliverables, in a form and content that are acceptable to ADM.

# **Consideration, Method of Compensation, and Payment to Subcontractor.**

Subcontractor is to perform work under specific Task Authorization(s) related to this contract.

The Compensation Schedule presented in Exhibit C: Rate Tables and Compensation Schedule is for consideration of all work performed according to this Subcontract and all rights conveyed, such as rights to inventions, designs, copyrights, patents, and trademarks. ADM shall pay Subcontractor, subject to the limitations noted above, in accordance with the rates and reimbursable expenses stated in Exhibit C: Rate Tables and Compensation Schedule.

# **Correspondence and Notices.**

## All notices, requests, demands, and other material communications must be in writing. Any notice communicated verbally must be confirmed in writing. All notices required shall be given by email. Notices will use addresses as either Party may designate below. Notices shall be deemed given on the date of sent email.

ADM's Authorized Representative:

\*\*\*\*\*\*\*\*\*\*, Project Manger

ADM Associates, Inc.

\*\*\*\*.\*\*\*\*@admenergy.com

Subcontractor’s Authorized Representative:

\*\*\*\*\*\*\*\*\*\*, \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

## Invoices shall be sent to the email address for Accounts Payable (AP), along with a copy to the ADM Project Manager and Deputy Project Manager. Each invoice shall have the Subcontractor’s name and the invoice number in the subject line.

ADM's Authorized AP Representative: Copies to ADM's Authorized Representative:

\*\*\*\*\*\*\*\*\*\*\*\*, \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* \*\*\*\*\*\*\*\*\*\*\*\*, Project Manger

ADM Associates, Inc. ADM Associates, Inc.

\*\*\*\*\*\*\*\*\*\*\*\*@admenergy.com \*\*\*\*\*\*\*\*\*\*\*\*@admenergy.com

 \*\*\*\*\*\*\*\*\*\*\*\*, Deputy Project Manager

 ADM Associates, Inc.

 \*\*\*\*\*\*\*\*\*\*\*\*@admenergy.com

# **Subcontract Signatures.**

ADM and Subcontractor have executed this Subcontract as of the date in the first paragraph. This Subcontract may be signed by an electronic or digital signature.

ADM Associates, Inc.

Name: \*\*\*\*\*\*\*\*\*\*\*\*

Title: Project Manger

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\*\*\*\*\*\*\*\*\*\*. (Subcontractor)

Name: \*\*\*\*\*\*\*\*\*\*\*\*

Title: \*\*\*\*\*\*\*\*\*\*\*\*

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# **Exhibit A**

# **Terms and Conditions**

# **Applicability.**

These ADM Subcontract Terms and Conditions (“Terms and Conditions”) shall apply to any and all Work, for ADM by a Subcontractor.

# **General Definitions.**

## “Client” means ADM’s client as identified in the Subcontract.

## “ADM” means ADM Associates, Inc.

## “Effective Date” is the date stated on the Subcontract.

## “Laws” means all federal, provincial, state, or local laws, regulations, ordinances, statutes, codes, standards, rules, directives, policies, orders, and common law, including without limitation, laws related in any way to the Work.

## “Party” or “Parties” means ADM and/or Subcontractor as applicable.

## “Prime Contract” means the contract between ADM and its Client that is identified in the Subcontract.

## “Subcontract” means:

* The Subcontract;
* These Terms and Conditions (Exhibit A);
* The Subcontract Task Authorization (Exhibit B);
* The Rate Tables and Compensation Schedule (Exhibit C);
* Flow Down Provisions from Prime Contract (Exhibit D); and
* Any Change Orders, as defined in Section 7.1, are made in accordance with these Terms and Conditions.

## “Subcontractor” means the party entering into a Task Authorization as subcontractor for ADM.

## “Work” means collectively all the services, supervision, labor, materials, tools, supplies, goods, and equipment required and detailed in the Prime Contract and this Subcontract.

## Terms defined in these Terms and Conditions shall have the same meanings when used in the Task Authorization unless a separate definition is used.

# **Scope of Work.**

Subcontractor shall furnish all services, supervision, labor, materials, tools, supplies, goods, and equipment. Subcontractor shall perform all work necessary for the complete, proper, timely, and safe completion of the Work as described in the Task Authorization in accordance with the terms of the Subcontract.

# **Incorporation of Prime Contract.**

Subcontractor agrees that Subcontractor shall be bound by the Prime Contract. Flow Down provisions are found in Exhibit D, which include Exhibit D and Exhibit E from the Prime Contract. With respect to the Work, without limiting any obligations otherwise set forth in the Subcontract, Subcontractor shall assume toward ADM all the obligations, risks, and responsibilities that ADM, by the Prime Contract, assumes toward Client, including all requirements relating to quality/warranty, quantity, and timeliness of Work. ADM shall have the benefit of all rights, remedies, and redress against Subcontractor that Client, by the Prime Contract, has against ADM. Where any provision of the Prime Contract conflicts with a provision of the Subcontract, the Prime Contract shall govern, unless otherwise agreed in the Task Authorization.

# **Invoicing.**

## Unless otherwise provided specifically in the Task Authorization, invoices shall be submitted on a monthly basis. Invoices shall be submitted by the tenth (10th) of the month (or the next business day when the tenth (10th) falls on a weekend or holiday). Invoices must be accompanied by such supporting documentation as ADM reasonably may require for its own purposes or for purposes of satisfying any requirements of the Prime Contract and the Task Authorization. Invoices will reference applicable sections of this Subcontract or the Task Authorization. Invoices shall be sent to the email address for Accounts Payable set forth in the Subcontract, along with a copy to the ADM Project Manager and ADM Deputy Project Manager. Each invoice will have Subcontractor’s name and the invoice number in the subject line.

## Each invoice shall include: a description of the Work performed in reasonable detail; back-up documentation necessary to verify costs incurred and claimed, and the period the invoice covered.

## All discounts provided to or available to Subcontractor in connection with any services or items procured by Subcontractor in connection with the Work shall be passed through to ADM. Subcontractor shall seek to obtain such discounts to the fullest extent possible.

## Subcontractor acknowledges and agrees that no Subcontractor Fees shall be subject to adjustment unless and until there is a corresponding Change made pursuant to an Adjustment Event in accordance with the Prime Contract.

# **Payment Terms.**

## ADM will pay Subcontractor for undisputed amounts within thirty (30) days from receipt of a proper invoice. ADM shall not be required to pay Subcontractor amounts in excess of those actually accepted and paid by the Client for any Work.

# **Changes in Work.**

## Any change in the Work, work outside the scope of the Task Authorization, any adjustment in the compensation due or any time extension with respect to the Work shall be authorized in advance by a mutually signed “Change Order.” If Subcontractor performs any extra or different work without previous express written authorization from ADM, ADM shall have no obligation to pay for such unauthorized work.

## Subcontractor shall not suspend or delay proceedings with the original Work or the changed or extra work pending discussion of the pricing of Work pursuant to the Change Order, and Subcontractor is obligated to continue Work.

# **Force Majeure.**

As used here, “Force Majeure” means circumstances beyond the control of the Party affected, including, but not limited to, acts of God, fire, flood, windstorm, earthquake, explosion, riot, sabotage, war, terrorism, threat of terrorism, and any resulting security measures, strikes, or other concerted work stoppages, lockouts, injunctions, civil unrest, inability to obtain raw material, supplies, or energy, unscheduled outages or shutdowns or the loss of any necessary utility. Any delay in or failure of performance of either Party caused by a Force Majeure event shall not constitute a default under the Subcontract or give rise to any claim for damages. The Party affected by Force Majeure shall use reasonable efforts to minimize the effect and duration of such Force Majeure event, and shall inform the other Party in writing as soon as possible, but no later than three (3) days from the commencement of the Force Majeure event. Provided such notice is given, the obligation affected by a Force Majeure event shall be automatically and exclusively extended for a time equal to the delay caused by such Force Majeure event, except that no extension shall be granted if such Party's performance would have been delayed by the Party’s fault or negligence. Subcontractor agrees that said extension of time shall constitute Subcontractor’s sole remedy for the impact of a Force Majeure event, and that under no circumstance shall Subcontractor be entitled to any damages, direct or indirect, resulting from the Force Majeure event. Nothing in this paragraph shall be construed as preventing ADM from exercising its right of termination of this Subcontract.

# **Representations, Warranties, and Responsibilities.**

## Subcontractor represents and warrants that any goods, equipment, and Work provided or performed by it or any of its subcontractors shall

* comply with all Laws;
* comply with the terms of the Subcontract;
* be performed by the proper number of experienced, skilled, registered, and licensed personnel, qualified by education and/or experience to perform the Work;
* conform to the standard of care, skill, and diligence exercised by other similar professionals performing the same or similar services; and
* be in accordance with the best current technological practices, means, methods, procedures, and techniques for projects similar to the Work.

## Subcontractor represents and warrants that it is following all Laws and shall be following all Laws for the duration of the Subcontract.

## The Subcontractor represents that it is fully able and qualified to perform the Work and that it has the expertise, experience, and knowledge, as well as the necessary personnel and financial capability to perform the Work in accordance with the terms of the Subcontract.

## In addition to and not in limitation of any other rights and remedies of ADM in connection with the Work, Subcontractor agrees to promptly re-perform and correct at its expense any Work that fails to conform to the standard of care and other warranties that Subcontractor has promised.

## Subcontractor warrants that its equipment shall be maintained in good and safe condition and shall be suitable for the use described in the applicable Task Authorization.

## Subcontractor shall disclose promptly any personal or financial conflict of interest that may affect or appear to affect the performance of this Subcontract.

## All warranties provided or available to Subcontractor for any goods, equipment, services, or supplies procured by Subcontractor in connection with the Work shall be for the benefit of ADM and the Client, as well as Subcontractor, and Subcontractor shall take all steps to ensure that ADM and Client have all rights to claim directly under such warranties.

## If the Task Authorization specifies certain named employees of Subcontractor to perform tasks in connection with the Work, no change will be made in such Subcontractor Key Personnel defined in the Task Authorization without ADM’s prior written approval, which approval shall not be unreasonably withheld or delayed. By written notice, ADM may require Subcontractor to remove from participating in the Work any employee who, in ADM’s opinion, is incompetent, careless, or otherwise objectionable for any reason. Upon receipt of such written notice, Subcontractor shall immediately remove that individual from participating in the Work and shall replace him or her with a technically proficient and suitable employee. Subcontractor shall not be entitled to any additional compensation as a result of said removal and replacement. Any Claims against the Indemnified Parties, as defined in Section 10.1, brought by any employee who is removed from a project, shall be the subject of Subcontractors’ Indemnity pursuant to Section 10.

## The warranties provided in this Section 9 shall remain in effect for twelve (12) months from the date of final completion of the Work and acceptance by ADM and shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Subcontract. In the event that ADM’s warranty to Client extends for a longer period than that set forth in this Section, Subcontractor’s warranty shall remain in effect for as long as ADM’s warranty to Client.

## Subcontractor shall ensure that each of its permitted lower tier subcontractors, if any, complies with these requirements.

# **Indemnification by Subcontractor.**

## Subcontractor shall defend, indemnify and save harmless ADM and Client their parent, affiliates and subsidiaries, and their respective directors, officers, and employees, from and against any and all claims, demands, losses, damages, attorney fees, and expenses caused by or resulting from any negligent act or omission of Subcontractor, its agents, employees, or subcontractors, including consultants, arising out of or in connection with the Subcontractor services to the fullest extent permitted by law which results in:

* Death of or bodily injury to any ADM or Client employee, contractor, agent or representative or any other third party, or
* Physical damage to tangible personal property or fixtures of real property owned by ADM, Client, or a third party.

## Subcontractor shall not be obligated to indemnify ADM against any liability, losses, claims, damages, costs, and expenses arising from ADM’s negligence or willful misconduct.

## Subcontractor agrees to indemnify and save harmless ADM against any liability for any and all federal, state, and local withholding taxes, penalties, and interest (including, but not limited to, any amount paid in professional fees related to such taxes, penalties, and interest) with respect to:

### Subcontractor’s employees provided in connection with the Subcontractor Services rendered under this Subcontract; and

### Independent contractors hired by Subcontractors and provided in connection with the Subcontractor Services rendered under this Subcontract, even if such independent contractors are determined by the Internal Revenue Service or state or local taxing authority to be employees of ADM for withholding tax purposes.

# **Health and Safety; Other Requirements.**

## Safe practices are a priority requirement in the performance of the Work. Subcontractor acknowledges and agrees that it:

* Is familiar with any inherent hazardous conditions of performing the Work;
* Shall perform the Work at its own risk;
* Shall be solely responsible for the health and safety of its employees, agents, and lower-tier subcontractors, as well as their property and for providing all necessary safeguards for their protection;
* Shall be solely responsible for selecting, documenting, and implementing the means, methods, sequences, and procedures to ensure the safe performance of the Work;
* Shall provide its own personal protective equipment (“PPE”) if required given the nature of the Work. ADM does not endorse, warrant, or assume any responsibility whatsoever for the adequacy of regulatory standards for the selection of PPE in protecting users from adverse health effects arising from the exposure to hazardous wastes, toxic substances, and/or infectious diseases while performing any Work pursuant to the Subcontract.

## Subcontractor shall complete a background check on each employee before that employee works on this Subcontract, whether an existing employee or a new hire. Background checks must comply with applicable legal requirements including the Fair Credit Reporting Act and can include:

* Candidate Verification: Social Security Number Verification, Social Security Death Match Search, along with other names the candidate may have used.
* Criminal Searches: Identify potential records reported in Federal and State criminal court records, county felony and misdemeanor records, which are then verified by court searches; international background searches are available as applicable.
* Comprehensive Employee Screening: Motor vehicle records, credit searches, federal and county civil search, bankruptcy court records, workers’ compensation reports, and global financial services authority checks, all applicable.
* Registries: Government Sanctions Registries, multi-state and single-state sex offender registry, OIG/GSA Sanctions and Registry, Fraud and Abuse Control Information Systems searches.
* Drug Testing: Subcontractor or ADM may request drug testing with or without cause.

## Subcontractor shall comply with all applicable local, state, and federal safety and health Laws, including OSHA, and any project-specific requirements, or other work rules or procedures, imposed by Client or ADM (whether safety-related or otherwise), whether or not the Subcontractor agrees that those requirements are necessary in order to comply with applicable law. Subcontractor shall not be entitled to any additional compensation for complying with any health and safety requirements imposed by Laws, Client, or ADM. If there is any conflict between any such provisions, Subcontractor shall comply with the most stringent provision.

# **Term and Termination.**

## Term. Unless sooner terminated, the Subcontract shall be effective for the period of performance under the Subcontract.

## Termination for Convenience.

### ADM may, in its sole discretion, terminate the Subcontract for convenience at any time, whether or not the Subcontractor is in default, without penalty or obligation, upon giving three (3) days prior written notice to Subcontractor, or immediately upon written notice in the case of termination of the Prime Contract. The Subcontractor’s sole and exclusive remedy for termination for convenience shall be payment of:

* Mobilization costs, but only to the extent that they represent actually incurred and documented costs paid for the transport or set-up of equipment or materials, or similar tasks necessary to the commencement of the Work;
* For lump sum price items (other than the line item for mobilization on any schedule of values), a percentage of the agreed lump sum price based on the reasonable value of the Work properly performed up to the time of the termination;
* For unit price items, the agreed unit price multiplied by the number of units actually and properly completed as of the time of termination and accepted by ADM; and
* Reasonable and documented costs the Subcontractor incurs in terminating any subcontracts or rental or purchase agreements in effect at the time of the termination, without any mark-up for overhead or profit.

### A termination for convenience shall not relieve the Subcontractor of any responsibility it would otherwise have under the Subcontract to correct work that is defective or otherwise not in conformity with the Subcontract, or to pay any costs arising from such defective or non-conforming work. ADM does not waive any right or claim to damage which it had under the Subcontract prior to termination and may pursue or continue to pursue any cause of action arising from actions or omissions of the Subcontractor before termination.

## Termination for Default.

### The Subcontractor agrees that it materially breaches the Subcontract if the Subcontractor:

* Fails to promptly pay for materials, supplies, labor, or other items purchased or used in connection with the Work;
* In the absence of mitigating circumstances such as delays that may stem from ADM or Client, Subcontractor fails to pursue Work promptly, in accordance with the Subcontract and the schedules established by the Client or ADM, or misses any milestones that have been established in the schedule;
* Fails, due to strikes, picketing, boycotts, cessations of work, or for any other reason, to supply a sufficient number of properly skilled supervisors, workers, or sufficient amounts of materials, equipment, or supplies of the appropriate quality to carry on Work properly and expeditiously;
* Interferes with, disrupts, or threatens to interfere with or disrupt the operations of ADM, the Client, or any other laborer, materialmen, supplier, subcontractor, or other person working on the Project, whether due to labor disputes, picketing, boycotting, or any other reason;
* Has filed against it any lien for unpaid taxes for federal or state;
* Files a voluntary petition under any chapter of the Bankruptcy Code, has an involuntary petition filed against it, makes a general assignment for the benefit of its creditors, or has a receiver appointed;
* Fails to promptly indemnify ADM against any payment bond claims asserted as a result of the Subcontractor’s failure to pay its lower tier Subcontractors or suppliers; or
* Fails to carry out the Work in a proper manner, and in full compliance with the Subcontract. This list is not intended to be exhaustive, and other breaches by the Subcontractor may also be material.

### If the Subcontractor materially breaches the Subcontract, ADM may terminate the Subcontract for default upon three (3) days’ written notice to the Subcontractor. The termination shall take effect three (3) days after the date of the notice. However, the termination will not take effect if:

* The Subcontractor cures the breach to ADM’s satisfaction before the effective date of the termination, and ADM so notifies the Subcontractor; or
* With respect to breaches that cannot reasonably be cured within three (3) days, the Subcontractor has, within the three (3) days, taken meaningful steps towards curing the breach and presented ADM with a definite plan to cure the breach, which is acceptable to ADM in its sole discretion. ADM may complete the Work itself or through others, by whatever method ADM deems expedient.

# **Assignment.**

Neither Party shall assign the Subcontract or any monies due or to become due to it without the prior written consent of the other, which consent shall not be unreasonably withheld.

# **Independent Contractor.**

Subcontractor agrees that it is an independent contractor in the performance of the Work and that neither Subcontractor nor Subcontractor's employees, subcontractors, lower tier subcontractors, or any other independent contractors are servants, agents, employees, or representatives of ADM. Subcontractor will defend, indemnify and hold harmless ADM and other Indemnified Parties against any claim by any of Subcontractor’s employees, subcontractors, lower tier subcontractors, or any other independent contractors pursuant to the requirements in Section 10.

# **Notices.**

All notices, requests, demands, and other material communications must be in writing. Any notice communicated verbally must be confirmed in writing. All notices required shall be given by email. Notices will use addresses as either Party may designate in the Subcontract. Notices shall be deemed to be given on the date of sent email.

# **Confidentiality.**

## Any and all information disclosed in any manner by ADM and/or Client to Subcontractor relating to ADM’s and/or Client’s business or operations in whatever form, regardless of whether such information relates to the Subcontract, together with all information supplied by Subcontractor to ADM and/or Client based on information provided by ADM and/or Client to Subcontractor (“Confidential Information”) shall be and shall remain the property of ADM and/or Client. Subcontractor shall use Information solely for the purpose of providing the Work to ADM.

## During the term of this Subcontract, it may be necessary for either ADM or Subcontractor to provide proprietary information to the other. All utility customer data shall be held confidential.

## Personally Identifiable Information (PII) is any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. Any PII data transmitted over a network must be encrypted.

## Subcontractor shall notify ADM immediately if it becomes aware of a breach of this clause by any person who has received Confidential Information and shall provide all reasonable assistance to ADM in connection with any proceedings against any such person.

# **Ownership of Intellectual Property.**

ADM or Client, as applicable, shall retain sole ownership of all information, design, materials, and data provided to Subcontractor.

# **Non-Competition.**

Subcontractor agrees that it will not actively participate in any other efforts that are competitive with ADM’s efforts related to a project for which Subcontractor is performing Work. The term “actively participate,” as used includes the interchange of technical data with ADM competitors. The foregoing restriction does not limit or restrict the rights of the Parties from quoting, offering to sell or selling to others any services that do not relate to a project for which Subcontractor is performing Work. The Subcontract is intended to protect products and services arising from the combined efforts of the Parties on a project, and proprietary information furnished pursuant to the Subcontract.

# **Miscellaneous.**

## Applicable Law and Jurisdiction. This Subcontract will be governed by the laws of the state of California. Any disputes arising from it must be handled exclusively in the federal and state courts located in Sacramento County, California.

## Entire Agreement. The Subcontract constitutes the entire agreement between ADM and Subcontractor, and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written with respect to this subject matter. The Subcontract may not be modified except in writing executed by the Parties. Without limiting the foregoing, no terms contained in any proposal, invoice, or other business form communicated by Subcontractor to ADM, whether prior to or after execution of the Task Authorization, shall be of any effect, and no such terms shall modify or supplement the Subcontract.

## Reservation of Rights. A delay or failure in enforcing any right or remedy provided in this Subcontract or by law shall not waive that right or remedy or any other right or remedy, whether of a similar or different character.

## Severability. If any provision of this Subcontract is found invalid or unenforceable by a court of law or an arbitration panel, the remainder of this Subcontract shall continue in full force and effect.

## No Presumptions. These Terms and Conditions shall be interpreted and construed only by the contents, and there shall be no presumption or standard of construction in favor of or against either party.

## Waiver. Any waiver by either party of any provisions or conditions of the Subcontract shall not be construed or deemed to be a waiver or modification of any other provisions or conditions of the Subcontract, nor a waiver of a subsequent breach of the same provision or condition unless such waiver be expressed in writing by the party to be bound.

## Records. Subcontractor shall keep complete and accurate records concerning the Work. For a period not to exceed five (5) years from the termination or expiration of this Subcontract, ADM and Client shall have the right to examine and audit all of Subcontractor's billings and all of Subcontractor's backup and support data for those billings. Upon ADM's or Client’s request, Subcontractor shall make such data and backup available for ADM's or Client’s auditor to examine. All payments made by ADM are subject to revaluation and refund or future withholding of billing payments conditioned on the results of the audit.

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ADM Associates, Inc.

April 30, 2025

# **Exhibit B**

# **Task Authorization**

Under the Prime Contract, ADM will be assessing the Energy Commission’s (CEC’s) Building Performance and Benchmarking Program. Subcontractor (or “\*\*\*\*\*\*\*\*”) will assist ADM in the following tasks.

| **Task #** | **Task NAME** |
| --- | --- |
| 1 | Invoices and Progress Reports |
| 2 | Meetings with CEC Staff to Provide Advice or Recommendations |
| 3 | Review Written CEC Staff Documents and Provide Written Comments |
| 4 | Develop Metrics to Measure How a Statewide Building Performance Policy Impacts Identified Stakeholder Groups |
| 5 | Submit Written Documentation for Tasks 2-4 to the CEC Docket |
| 6 | Contingencies for Stakeholder Engagement |

# **Task 1-6 –** \*\*\*\*\*\*\*

In this task, \*\*\*\*\*\*\*.

The \*\*\*\*\*\*\* for \*\*\*\*\*\*\* are due to \*\*\*\*\*\*\* by \*\*\*\*\*\*\***, 20\*\*.**

**Task 1-6 Deliverables**

# **Staffing**

Thus far, the staff that are authorized by the CEC to work on the project are \*\*\*\*\*\*\*. Subcontractor (or “\*\*\*\*\*\*\*\*”) may add staff as titles originally included in Subcontractor’s response to Request for Proposal (RFP) categories. The staff addition process requires submission of a resume for CEC review, as well as signing a Non-Disclosure Agreement (NDA) and completing a “Form 700” for conflict-of-interest disclosure for each staff member to be added to the project. This process can take up to several weeks or longer. The CEC does not allow staff to work on the project without their approval. \*\*\*\*\*\*\* of ADM (\*\*\*\*\*\*\*@admenergy.com) can assist Subcontractor (or “\*\*\*\*\*\*\*\*”)” to add proposed staff to the project.

# **Budget**

The initial combined budget for Tasks 1-6 for Subcontractor (or “\*\*\*\*\*\*\*\*”) is $\*\*,\*\*\*.\*\*. The project is expected to wind down in late quarter three (Q3) of 2025, but it is possible for the CEC to identify additional tasks through calendar year 2026. Additional funding would be available in this scenario.

# **Exhibit C**

# **Rate Tables and Compensation Schedule**

# **Rate Tables**

Hourly rates for Subcontractor are below, for Work completed through January 31, 2027.

| **Job Title** | **Employee Name** | **Maximum Hourly Rate** |
| --- | --- | --- |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
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|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |

# **Billing Codes**

The ADM Team must submit invoices to the Energy Commission (CEC) in a specific format, with each charge corresponding to a specific task as outlined below.

| **Task Name** | **Task Code** |
| --- | --- |
| Invoices and Progress Reports | 1 |
| Meetings with CEC Staff to Provide Advice or Recommendations | 2 |
| Review Written CEC Staff Documents and Provide Written Comments | 3 |
| Develop Metrics to Measure How a Statewide Building Performance Policy Impacts Identified Stakeholder Groups | 4 |
| Submit Written Documentation for Tasks 2-4 to the CEC Docket | 5 |
| Contingencies for Stakeholder Engagement | 6 |

# **Exhibit D**

# **Flow Down Provisions from Prime Contract**

# **Applicability**

These provisions from the Terms and Conditions of the prime contract with the Energy Commission (CEC) shall apply to any and all Work, for ADM by a Subcontractor.

# **Flow Down Provisions (Attachment 2B)**

## CEC Contract 400-24-001 dated January 21, 2025, excerpts: Exhibit C: General Terms and Conditions, (GTC 04/2017), pages 1-5; Exhibit D: Special Terms and Conditions for Consulting Services, Version 12/4/2024, pages 6-28; and Exhibit E: Conflict of Interest, Updated 2-27-24, pages 29-33.

## The attached PDF titled “RFP-24-401-ADM-01\_Attachment\_2B\_CEC\_Prime\_Contract\_T&Cs” is part of these Flow Down Provisions and part of this Subcontract.