

Electric School Bus Charging Incentives Participation Agreement

This Electric School Bus Charging Incentives Participation Agreement (“**Agreement**”) is entered into by [REDACTED] (“**Recipient**”) and Portland General Electric Company (“**PGE**”) effective as of the date of the last signature below (“**Effective Date**”). Recipient and PGE are individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties**”.

This Agreement applies to the Make-Ready Incentive Pilot and Charger Incentive Pilot. Recipient may be participating in other PGE programs, which are governed by the terms and conditions of those programs. The Parties will comply with all laws, regulations and Tariffs applicable to this Agreement.

Recipient agrees to meet all requirements and deadlines set forth in this Agreement.

1. **PROJECT ATTRIBUTES.** Recipient may receive the Make-Ready Incentive, Charger Incentive, or both, as described in the table below. Recipient shall complete the following transportation electrification project components and attributes described in the table below (the “**Project**”). Any material change to Project design, plans, or scope by Recipient may result in forfeiture of funding or an adjustment to the Total Incentive Amount. All modifications to the project design, plan, or scope by Recipient, including those attributes listed in Section 1 must be submitted to PGE for prior approval using the change request form provided by PGE.

CHART 1	
Recipient	
Site Address	
Project	
Fleet Partner Program Participant? (Yes/No) <i>If yes, Sections 5(f)(i) and 6(A)(i), apply to you</i>	
Number of Make-Ready Ports	
Number of Qualified V2G Chargers	
Make-Ready Incentive	
Charger Incentive	
Total Incentive Amount	
Incentive Estimate	

2. **DEFINITIONS.** The following definitions shall apply to the terms used throughout this Agreement:

- A. **Total Incentive Amount.** The Total Incentive Amount is the total amount of funding PGE provides to Recipient, either as a cash payment or as a credit applied to Recipient’s eligible project costs. The Total Incentive Amount is based on the

information provided to PGE by the Recipient; PGE estimates the pilot funding caps.

- B. **Make-Ready Incentive.** The Make-Ready Incentive Amount is the maximum amount of incentive funding available for all eligible Make-Ready infrastructure costs. The Make-Ready incentive is based on the maximum Make-Ready Port Count approved by PGE.
- C. **Charger Incentive.** The Charger Incentive Amount is the maximum amount of incentive available for all eligible qualified V2G Charger costs. The Charger Incentive Amount is based on the Qualified V2G Charger count.
- D. **Incentive Estimate.** The Incentive Estimate Amount is PGE’s estimated total incentive funding based on available pilot caps and Recipient’s provided project scope. The Incentive Estimate Amount is calculated using estimates provided by Recipient during the application process.
- E. **Make-Ready Port.** Make-Ready Port means the make-ready infrastructure constructed to easily allow for the future installation of Qualified V2G Chargers. To be considered a Make-Ready Port there must be electric service capacity and conduit to the parking space served by the future Qualified V2G Charger (conductor and charger foundation optional). Make-Ready Ports must be constructed to meet all technical qualification requirements for Qualified V2G Chargers and PGE electric service requirements.
- F. **Vehicle to Grid (“V2G”).** V2G means the technology that allows electric vehicles (“EVs”) to export power to the electrical grid.
- G. **Electric Vehicle Supply Equipment (“EVSE”).** EVSE means the device, including the cable(s), coupler(s), and embedded software, installed for the purpose of transferring electricity between the electrical infrastructure at the Site and the EV.
- H. **Line Extension.** Line Extension has the meaning set forth in Tariff Rule I.
- I. **Make-Ready Infrastructure.** Make-Ready Infrastructure means the infrastructure at the Site required to deliver electricity to the EVSE(s), including any new transformers, services, panelboards, switchboards, conduit, wires, connectors, meters, and any other necessary hardware.
- J. **Operational.** Operational means that an EVSE installed at the Site is able to transfer energy between the Site wiring and the EV and transmit operational data (e.g., energy usage, session start/end times) to the Qualified EVSP.
- K. **Qualified Electric Vehicle Service Provider (“EVSP”).** Qualified EVSP means an electric vehicle service provider, network, or charge management system provider that is on PGE’s list of qualified EVSPs.
- L. **Qualified Electric School Bus.** Qualified Electric School Bus means an electric school bus intended for service at the Site that comes equipped with all necessary hardware to enable V2G, as determined by PGE.

- M. **Qualified V2G Charger.** A Qualified V2G Charger means an EVSE that is equipped with all necessary hardware to enable V2G and meets all technical requirements set by PGE. Qualified V2G Chargers must be connected to a Qualified EVSP.
- N. **Qualified Service Schedule.** Qualified Service Schedules means the list of qualified service schedules, including Schedules 32, 38, 83, 85, and 89. The list of qualified service schedules may be expanded to include new rates in the future.
- O. **Service Point.** Service Point has as the meaning set forth in Tariff Rule B.
- P. **Site.** Site means the service address listed above.
- Q. **Fleet Partner Program.** Fleet Partner Program means the Fleet Partner Program and the terms and conditions that govern that program.

3. **MAKE-READY INFRASTRUCTURE INCENTIVE PIOLT REQUIREMENTS.**
 This Section 3 only applies if the Project involves receipt of a Make-Ready Infrastructure Incentive.

- A. PGE shall provide the Make-Ready Infrastructure Incentive valued as the lesser of:
 - i. \$10,000 per Make-Ready Port,
 - ii. \$300,000 per Service Point, or
 - iii. Actual net eligible costs as described in Section 3(G) below.
- B. Recipient shall construct or upgrade the Line Extension and Make-Ready Infrastructure to create the number of Make-Ready Ports defined in the Project. The Make-Ready Ports must be connected to a Service Point that only serves EVSEs.
- C. Recipient shall keep the Make-Ready Ports energized and on a Qualified Service Schedule for the Term.
- D. Recipient shall complete PGE’s interconnection process for any V2G EVSEs initially installed at the Site, and Recipient shall re-complete the process for any changes to V2G EVSEs or installation of additional V2G EVSEs at the Site.
- E. Prior to the Effective Date, Recipient has in possession, or on order, at least one Qualified Electric School Bus.
- F. **Eligible and Ineligible Costs.** Make-Ready Infrastructure Incentives provided under this Agreement are limited to eligible Project costs as determined by PGE and are subject to the requirements set forth herein. All eligible costs must be reasonable, verifiable, and supported by documentation acceptable to PGE. PGE reserves the right to determine final cost eligibility and to withhold, adjust, or require repayment of incentives for costs that do not meet eligibility requirements.
- G. **Make-Ready Infrastructure Eligible Costs.** Eligible Make-Ready Infrastructure Incentive costs include all reasonable and necessary design, permitting, and construction costs required to install the Make-Ready Ports for the Project. Eligible Make-Ready Infrastructure Incentive costs may include, but are not limited to:
 - i. PGE line extension costs after line extension allowance;
 - ii. PGE study fees and interconnection fees;

- iii. arc flash studies;
- iv. design and engineering services;
- v. permitting fees;
- vi. civil and electrical construction costs;
- vii. net costs after Fleet Partner Program Incentive is applied; and
- viii. costs incurred prior to the Effective Date that PGE determines were necessary to produce the Required Documentation prior to contract execution (e.g. design costs to produce a site plan and cost estimate).

H. Make-Ready Infrastructure Ineligible Costs. Ineligible costs include, but are not limited to:

- i. costs unrelated to EV charging or make-ready infrastructure;
- ii. general facility improvements not required for EV charging installation;
- iii. operating, administrative, or overhead expenses not directly tied to Project construction;
- iv. construction change orders or other rework costs due to poor construction management or design errors; and
- v. construction costs or other costs incurred prior to the Effective Date, except as noted in Section 3(G)(Eligible Costs).

4. CHARGER INCENTIVE PILOT REQUIREMENTS. This Section 4 only applies if the Project involves the receipt of a Charger Incentive.

- A. PGE shall provide the Charger Incentive valued as the lesser of:
 - i. 90% of eligible costs as described in Section 4(H) below;
 - ii. \$50,000 per Qualified V2G Charger; or
 - iii. \$500,000 per Service Point.
- B. Recipient shall install the number of Qualified V2G Chargers defined in the Project. The Qualified V2G Chargers must be connected to a Service Point that only serves EVSEs.
- C. Recipient shall own and maintain the Qualified V2G Chargers and keep them Operational and on a Qualified Service Schedule for the duration of the Term set forth in Section 7 (Term). Failure to comply constitutes a material breach of this Agreement per Section 17 (Termination).
- D. Recipient shall complete PGE's interconnection process for any V2G EVSEs initially installed at the Site, and Recipient shall re-complete the process for any changes to V2G EVSEs or installation of additional V2G EVSEs at the Site.
- E. Recipient will authorize and require the Qualified EVSP to provide PGE with usage data for the Qualified V2G Chargers in the Project. Recipient agrees to allow PGE and its agents and representatives to use all data obtained under this Agreement for

educational purposes, performance analysis, reporting, or any other reason PGE deems necessary in its discretion.

- F. Prior to the Effective Date, Recipient has in possession, or on order, the same or greater number of Qualified Electric School Bus as the number of Qualified V2G Chargers in the Project.
- G. **Eligible and Ineligible Costs.** Charger Incentives provided under this Agreement are limited to eligible Project costs as determined by PGE and are subject to the requirements set forth herein. All eligible costs must be reasonable, verifiable, and supported by documentation acceptable to PGE. PGE reserves the right to determine final cost eligibility and to withhold, adjust, or require repayment of incentives for costs that do not meet eligibility requirements.
- H. **Charger Incentive – Eligible Costs.** Eligible Charger Incentive costs include hardware costs only. Eligible costs may include but are not limited to:
 - i. EVSE hardware
 - ii. Pedestal-mounts
 - iii. Cable management systems
 - iv. Mounting kits
- I. **Charger Incentive – Ineligible Costs.** Ineligible costs include, but are not limited to:
 - i. Software, networking, or subscription fees
 - ii. Shipping, delivery, or freight charges.
 - iii. Extended warranties, maintenance agreements, or service plans.
 - iv. Installation
 - v. Any costs that are not directly associated with the Qualified V2G Chargers.
 - vi. Qualified V2G Chargers installed prior to the Effective Date.

5. RECIPIENT DELIVERABLES

- A. **Change Requests.** In the event Recipient desires to make changes to the Project scope or Project attributes listed in Chart 1, Recipient shall complete and submit a change request form provided by PGE.
- B. **Communication.** Recipient must respond to all PGE communications within ten (10) business days.
- C. **Portland General Electric Company Website.** PGE may include information regarding the Project in its promotional materials, customer communication materials, and any relevant reports or presentations, including use of photographs of the Project in brochures and internet pages for purposes of supporting Electric School Bus Charging Incentives.

- D. **Insurance Requirements.** Participant shall procure, carry, and maintain the following insurance coverage, and Participant is also responsible for its contractors maintaining sufficient limits of the appropriate insurance coverage:
- i. Workers' Compensation and Employers' Liability. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws, or statutes, state or federal, where Participant performs Work. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death in each accident.
 - ii. Commercial General Liability. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions. The limit shall not be less than \$1,000,000 each occurrence for bodily injury, property damage and personal injury. Coverage shall: (a) by "Additional Insured" endorsement add as insureds PGE, its affiliates, subsidiaries, and parent company, and PGE's directors, officers, agents, and employees with respect to liability arising out of or connected with the Work performed by or for the Participant. (ISO Form CG2010 or equivalent is preferred.) In the event the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PGE's additional insured requirement: "PGE, its affiliates, subsidiaries, and parent company, and PGE's directors, officers, agents, and employees with respect to liability arising out of the work performed by or for the Participant are additional insureds under a blanket endorsement."; (b) be endorsed to specify that the Participant's insurance is primary and that any insurance or self-insurance maintained by PGE shall not contribute with it.
 - iii. Documentation Requirements. Participant shall have all insurance in place before beginning any Work. Upon request, Participant shall furnish PGE with certificates of insurance, declaration pages and endorsements (collectively, "**Documentation**") of all required insurance. Documentation shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and endorsements on its behalf. The insurer shall deliver notification to PGE in accordance with the policy provisions if any of the above-described policies are cancelled before the stated expiration date. The minimum liability insurance requirements established in this Agreement are not a representation by PGE that the insurance limits are sufficient, nor do these requirements in any way limit Participant's liability under this Agreement. Upon request, Participant shall furnish PGE the same evidence of insurance for its contractors as PGE requires of Participant.
- E. **Required Documentation.** Recipient agrees to provide all documentation reasonably requested by PGE and to allow PGE to conduct onsite inspections to verify completion of Project. Documentation may include but is not limited to:
- i. a completed W-9 and ACH enrollment; and
 - ii. a fully executed Commercial Charging Station Data Release Form.

F. Required Documentation for Recipients receiving a Make-Ready Infrastructure Incentive.

i. **For Fleet Partner Program Participants.** The following required documentation will be provided by Recipient prior to the Effective Date in this Agreement:

1. fully executed Fleet Partner Program Participation Agreement;
2. specification sheet and/or order form for procured Qualified Electric School Bus;
3. purchase order for Qualified Electric School Bus;
4. quote for Qualified V2G Charger; and
5. proof of submitted Interconnection Application.

ii. **For Non-Fleet Partner Program Participants.** The following required documentation will be provided by Recipient prior to the Effective Date in this Agreement:

1. itemized quotes or estimates of eligible costs provided by 3rd party contractors;
2. detailed site plan or engineering drawing provided by 3rd party contractor;
3. quote for Qualified V2G Charger;
4. specification sheet and/or order form of procured Qualified Electric School Bus; and
5. proof of submitted Interconnection Application.

iii. **Upon Project Completion.** The following required documentation will be provided by Recipient upon Project completion:

1. final itemized invoices for all eligible costs provided by 3rd party contractor; and
2. as-built drawing or final site plan provided by 3rd party contractor.

G. Required Documentation for Recipients receiving a Charger Incentive. Recipient will provide the following documentation upon Project completion.

- i. PGE Charger Registration Form;
- ii. itemized invoice for Qualified V2G Charger;
- iii. photo demonstrating Qualified V2G Charger has been installed at the Site; and
- iv. photo demonstrating installed Qualified V2G Charger serial number matches Charger Registration Form.

6. FUND DISBURSEMENT

A. For Recipients receiving a Make-Ready Infrastructure Incentive.

federal courts of Oregon located. This Agreement is intended for the benefit of the Parties only and does not grant any rights to any third parties unless otherwise specifically stated in this Agreement.

14. **Loss of Project.** In the event the Project experiences a loss to the facilities and/or equipment during the Term, Recipient shall immediately notify PGE and, within sixty (60) days of such loss: (a) reimburse PGE a proportionate amount of the Total Incentive Amount corresponding to the portion of the loss/damage Project that sustained, or (b) replace, repair or install equivalent equipment and/or procure a new qualified electric school bus vehicles comparable to the original Project scope.

15. **Completion Date.** Recipient shall complete the Project within eighteen (18) months from the Effective Date. PGE will deem the Project to be complete when the Make-Ready Ports are energized and the Qualified V2G Chargers are Operational. If the Project is not completed per the requirements of this Section 15 and a change order form has not been submitted and approved by PGE to extend the completion date, PGE may terminate this Agreement and require Recipient to immediately reimburse PGE for any payments made to the Recipient.

16. **PGE Nondiscrimination Policy.** Recipient agrees that the agency they represent does not discriminate based on a person's race, sex, religion, national or ethnic origin, age, disability, marital status, veteran status, sexual orientation, or gender identity in its programs or hiring practices.

17. **Property Rights.** Recipient is responsible for acquiring all necessary property rights necessary to participate in the Project.

18. **No Warranties.** Recipient is solely responsible for the economic and technical feasibility, operational capability and reliability of Recipient's installations, products, and solutions, including EVSE(s). PGE is not making and disclaims any representation, warranty, guarantee or covenants, whether express or implied arising out of the installation or use of the EVSE(s). All EVSE(s) must be installed by qualified and licensed contractors in accordance with local codes, permitting and inspection requirements. Recipient understands that PGE makes no representations regarding manufacturers, dealers, contractors, materials, or workmanship of the EVSE(s). Further, PGE makes no warranty, whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under this Agreement.

19. **Indemnification.** To the greatest extent permitted by law, Recipient agrees to indemnify, defend, hold harmless and release PGE, its affiliates, officers, employees and representatives from all claims, demands, losses, damages, costs, expenses and liability (legal, contractual or otherwise), that arise from or are in any way connected with: (a) any breach of the representations, warranties, covenants, or obligations of Recipient under this Agreement, (b) any act or omission of Recipient, whether based upon Recipient's negligence, strict liability, or otherwise, in connection with the performance of this Agreement, or (c) any third-party claims of any kind, whether based upon negligence, strict liability, or otherwise, arising out of or connected in any way to Recipient's performance or nonperformance under this Agreement. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the sole negligence or willful misconduct of PGE. The indemnification obligations of Recipient shall survive the expiration, cancellation, or termination of this Agreement.

20. **Termination.** In the event Recipient breaches its obligations under this Agreement and fails to cure such breach within fifteen (15) calendar days after receiving written notice from PGE, PGE may terminate this Agreement. In the event of such termination, Recipient shall reimburse PGE a straight-line prorated amount of the Total Incentive Amount for the remaining years of the Term; provided that if the Project is not completed by the completion date per Section 15, PGE make seek full reimbursement of all payments issued by PGE. PGE reserves the right to pursue all other legal remedies available to it if Recipient does not meet the terms and conditions described in this Agreement.

21. **Limitation of Liability.** IN NO EVENT SHALL PGE BE LIABLE UNDER THIS AGREEMENT TO RECIPIENT OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMUNITION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. PGE'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL ELECTRIC SCHOOL BUS CHARGING INCENTIVE AWARD AMOUNT RECEIVED BY RECIPIENT UNDER THIS AGREEMENT.

22. **Miscellaneous.** The Agreement, including all attachments, constitutes the entire agreement between PGE and Recipient and may only be amended in writing signed by each of the Parties. If any of the provisions in this Agreement shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. The headings in this Agreement are intended solely for convenience and will be given no effect in the construction of this Agreement. The failure to enforce any terms of this Agreement will not constitute a waiver. The provisions of this Agreement regarding Limitation of Liability and Indemnification will survive the termination or expiration of this Agreement.

23. **Controlling Law and Venue.** THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF OREGON WITHOUT REGARD TO CHOICE-OF-LAW PRINCIPLES. RECIPIENT IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OREGON OR OF THE U.S. DISTRICT COURT FOR THE DISTRICT OF OREGON FOR ANY ACTION, SUIT, OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND WAIVES ANY OBJECTION THAT RECIPIENT MAY NOW OR HEREAFTER HAVE REGARDING CHOICE OF FORUM.

24. **No Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto. Nothing in this Agreement shall be construed to create any liability to or any benefit for any person not a party to this Agreement.

25. **Successors and Assigns.** This Agreement shall be binding on the Parties' successors, and insofar as assignment is permitted, on the Parties' assignees.

26. **Authorization.** Recipient hereby warrants it has full power and authority to perform all of its obligations under this Agreement and the person executing this Agreement on behalf of Recipient has been duly authorized and empowered to bind the Recipient to this Agreement.

The Parties, through their duly authorized representatives, have executed this Agreement as of the dates indicated below.

[RECIPIENT]

Signature:

Date:

Printed Name:

Title:

PORTLAND GENERAL ELECTRIC COMPANY

Signature:

Date:

Printed Name:

Title:
