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| **Commercial Terms and Conditions for Long-Term Performance and Maintenance (LTPMA) Agreement** |

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| **Term** | The Term of the Agreement shall begin and end on the Closing Date (as defined in the BOT)  |
| **Operating Year** | An Operating Year shall be an annual period beginning on the Closing Date (with respect to the first Operating Year) or an anniversary of the Closing Date (with respect to all subsequent Operating Years).  |
| **Maintenance Service in General** | Seller shall provide all preventative and major maintenance services to maintain the capability of the Energy Storage System (ESS), low voltage panelboards and Power Transformers to perform at the Long-Term Performance Guarantees [yet to be specified]. Seller shall provide the maintenance services in accordance with Prudent Utility Practices and the provisions of the Agreement. |
| **Purchaser Responsibilities for Maintenance Services** | To enable Seller’s planned maintenance work, Purchaser shall provide the following: * Onsite contact
* Direction as necessary
* Coordinate mobilization/demobilization schedule with Seller and its subcontractors
* All switching, grounding, and clearances as needed for the work.
* A PG&E work supervisor/inspector will be designated and made available at the Project Site
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| **Scheduling of Inspections, Planned Maintenance and Non-Augmentation Major Maintenance** | Within thirty (30) days following the beginning of the Term, Seller will provide indicative inspection and planned maintenance schedules for the entire Term. Required maintenance activities shall be completed no later than thirty (30) days after the end of the Operating Year in which they were scheduled to be performed.  |
| **Preventative Maintenance Services for Energy Storage System** | Once during each Operating Year during the Term of the Agreement, Seller shall perform Annual Preventative Maintenance Services for the Energy Storage System, as specified by the Parties, and again at additional yearly increments.  |
| **Annual Maintenance for Low Voltage Panelboards** | Seller shall complete annual maintenance tasks in accordance with manufacturer’s requirements for the following pieces of equipment: low voltage panelboards, power transformer.Such Seller annual tasks may vary by manufacturer and shall be agreed to by the Parties.  |
| **Emergency Maintenance**  | Purchaser shall notify Seller of an Emergency detected by Purchaser, and Seller shall notify Purchaser of Emergency first detected by Seller. “Emergencies” shall be considered events for which there is danger to human safety and for which intervention is required within four (4) hours to prevent long-term damage to any Equipment. Seller personnel (or subcontractors) capable of responding to Emergencies shall be available on a 24/7 basis remotely, and capable of being at the Project Site within four (4) hours of notice of an Emergency. Seller shall designate personnel and establish, in consultation with Purchaser, procedures to deliver and receive such notices at all times, twenty-four (24) hours per day, including weekends and holidays. Seller shall promptly notify Purchaser of any Emergency and of the remedial or corrective action taken or to be taken by Seller.Upon the earlier of the discovery or occurrence of an Emergency, Seller shall promptly dispatch the appropriate personnel or Contractor to perform the necessary repairs or corrective action in an expeditious and safe manner. The contact information for each Party is specified in this Agreement, and each Party shall promptly notify the other of any changes to this contact information.In the event of an Emergency, Seller shall take immediate action to prevent or mitigate any damage, injury or loss threatened by such Emergency. To the extent Seller deems reasonable in response to an Emergency, Seller may procure goods and services as necessary to respond to an Emergency. Seller shall provide a description of its response plan for Emergency maintenance needs, which shall include:* A description of how Emergency maintenance needs will be identified
* Identification of the 24/7 single point of contact the Seller will have for communication to/from Purchaser, and how communications will be managed
* Identification of any Subject Matter Experts (SME) who will be available to provide immediate assistance if required, particularly in any event that represents a threat to human safety (e.g. fire, chemical leakage, etc.)
* A timeline for response to Emergency maintenance needs
* Expected PG&E support required for Emergency maintenance: [insert]
* Any other relevant information, particularly any situations that would restrict the Seller’s ability to provide immediate Emergency maintenance support
* Any additional costs to Purchaser above and beyond those for planned and unplanned maintenance
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| **Training** | Seller shall continue to develop and implement any training courses or compliance required by Applicable Law and as necessary to train personnel to perform required maintenance activities covered under this Agreement.Seller shall provide on-site troubleshooting training to Purchaser’s operations personnel as requested by Purchaser, no more frequently than every other year during the Term. Seller shall provide technical engineering support, to the extent Seller is able, using its then existing employees for solving operation and maintenance issues, problems or concerns about the Project or the ESS, and to the extent Seller’s employees are unable to provide appropriate or necessary support, arrange for such support. |
| **Monthly Performance Reporting** | By the tenth (10th) Business Day of each month during the term of the Agreement, Seller shall provide an electronic report to Purchaser which shall include:* A summary of any reactive maintenance work completed over the preceding month
* A summary table of critical alarms over the preceding month
* Both a year to date and preceding month summary of:
	+ System availability
	+ Total throughput in MWh
* A statement of last planned maintenance visit to the Project Site
* A summary of all material health, safety and environmental incidents over the preceding month including spills and permit deviations.
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| **Service Reporting**  | By the twentieth (20th) Business Day after the completion of maintenance (reactive or planned) or system augmentation activities during the Term of the Agreement, Seller shall provide an electronic summary report to Purchaser which shall include:* A summary of maintenance and repair tasks performed
* A summary of any system augmentation performed
* For each activity above, a detailed description including:
	+ Parts replaced and spare parts used, including new part serial numbers
	+ The arrival and departure dates of Seller’s personnel for work completed
* A summary of abnormal items noted during Seller work that did not require immediate rectification, but warranted further attention and a subsequent decision on a path forward from Purchaser
* Completed and electronically scanned field maintenance records (including test reports and records, if any) completed by Seller as part of maintenance activities
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| **Updates to Operations and Maintenance Manuals** | Any updates to operations and/or maintenance manuals, including technical bulletins about individual Equipment, components, Software and the overall Project, shall be provided to Purchaser as soon as practically possible upon their becoming known to the Seller. Such bulletins, whether issued by suppliers or other stakeholders, may include topics including but not limited to discussions or communications about concerns or warnings about individual components (e.g., any energy storage technology component) or the entire ESS, improvements to the Project, or updates on maintenance of individual Equipment or the entire Project. |
| **Communications** | Seller shall immediately communicate to Purchaser any emergency or other hazardous experience when Seller is on the Project Site. |
| **Software and Firmware** | Seller shall provide a description of the process by which Software and firmware for system components will be updated over the duration of the Agreement.  |
| **Remote Monitoring** | Seller shall provide ongoing remote monitoring of the overall Project and key components to ensure the Project is performing as expected and identify any abnormalities. During the Term of the Agreement, Seller shall maintain an appropriate type of monitoring, constancy of monitoring, IT requirements for remote access, and IT security for the Project. Seller shall be responsible for notifying Purchaser about issues detected through monitoring and coordinating with relevant Purchaser staff to troubleshoot and resolve issues.  |
| **Data Availability** | In addition to data transmitted to Purchaser’s SCADA, Seller shall provide a reliable means for Purchaser’s staff to access key system components (e.g., PCS, storage technology plant level controllers, etc.) to obtain data on performance.  |
| **Warranties and Long-Term Performance Guarantees** | Seller shall provide the warranties and performance guarantees for the Project.  |
| **Safety** | Seller shall comply with Purchaser’s Seller Safety Program Standards and Safety Requirements (to be attached to the Agreement) during the Term. |
| **Preventative Maintenance Services Fee** | The annual fee payable by Purchaser to Seller for the provision of the Long-Term Preventative Maintenance Services shall be \_\_\_\_\_\_\_\_\_\_\_\_ (may include an escalation over the Term). |
| **Performance Guarantee Payment** | The annual fee payable by Purchaser to Seller for the provision of the Long-Term Performance Guarantees and the Warranties (including performance of any Capacity Maintenance Services) shall be \_\_\_\_\_\_\_\_\_\_\_\_ (without any escalation over the Term).  |
| **Reactive Maintenance Service Fee and Additional Services Fee** | Purchaser shall pay for Reactive Maintenance Services and Additional Services performed by Seller on a time and materials basis.  |
| **Performance Assurance** | Seller shall provide the LTPMA Credit Support in the form of a Letter of Credit in the amount(s) to be determined.  |