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| <p>SUBCONTRACT</p> <p>NO. B633442</p> |  <p>Lawrence Livermore National Laboratory Supply Chain Management Department P.O. Box 5012 Livermore, CA 94551</p> |
| <p>Subcontractor:</p> <p>CONTRA COSTA COUNTY - PUBLIC WORKS DEPARTMENT Attention: Frank V. Di Massa 40 Muir Road Martinez, CA 94553 USA frank.dimassa@pw.cccounty.us</p> | <p>LLNS Contract Analyst:</p> <p>Tim Horgan Phone: (925) 423-2383 Fax: (925) 422-8598 E-Mail: horgan5@llnl.gov</p> |

Introduction

This is a Labor Hour Subcontract for the support of the DOE CUBE project, as further described herein.

The parties to this Subcontract are Lawrence Livermore National Security, LLC (hereinafter called "LLNS") and the party identified above as the "Subcontractor".

This is a Subcontract under Prime Contract No. DE-AC52-07NA27344 between LLNS and the United States Government (hereinafter called "Government"), represented by the Department of Energy National Nuclear Security Administration (hereinafter called "DOE/NNSA"), for the management and operation of the Lawrence Livermore National Laboratory (hereinafter called "LLNL") and the performance of certain research and development work. Pursuant to the DOE's policy objectives and Small Business Administration reporting requirements, the existence of this Subcontract and certain related information including the general description of the items/services purchased, value, and place of performance and the Subcontractor's name, address and socio-economic attributes will be disclosed to the Small Business Administration and published on www.data.gov.

Agreement

The parties agree to perform their respective obligations in accordance with the terms, conditions, and provisions of the attached SCHEDULE OF ARTICLES and any documents referenced or incorporated therein, which together with this Subcontract Signature Page shall collectively constitute the entire Subcontract and shall supersede all prior negotiations, representations, or agreements, whether verbal or written.

CONTRA COSTA COUNTY - PUBLIC WORKS DEPARTMENT

LAWRENCE LIVERMORE NATIONAL SECURITY, LLC

BY: _____

BY: _____
Tim Horgan

TITLE: _____

TITLE: Contract Analyst
LLNL Supply Chain Management Dept.

DATE: _____

DATE: _____

**SCHEDULE OF ARTICLES
FOR
SUBCONTRACT B633442**

ARTICLE 1 - INCORPORATED DOCUMENTS

The following documents are hereby incorporated as a part of this Schedule of Articles of the Subcontract and are referenced, or attached hereto.

Documents

GENERAL PROVISIONS FOR TIME AND MATERIALS SUBCONTRACTS (GPS #800A; 12/15/17) *
STATEMENT OF WORK, ENTITLED *CAPACITY UTILIZATION OF BUILDING ENERGY (CUBE) VIA MULTI-
SCALE METRICS* (3/18/19)

Forms

T&M INVOICE FORM & INSTRUCTIONS *

* The documents and forms marked with an asterisk, as well as links to Federal and State Tax Forms websites, are available on-line at the following website: <https://supplychain.llnl.gov/> (under Supplier Information, select either General Provisions & Forms, or Special Provisions).

In the event any attachments, specifications, drawings or other documents referenced or incorporated in this Subcontract reference *Contract Administrator*, all such references shall mean *Contract Analyst*.

ARTICLE 2 - SCOPE OF WORK

- A. The Subcontractor shall provide The work is more specifically described in the incorporated STATEMENT OF WORK. Acceptance of the work under this Subcontract shall be based on the Subcontractor's performance and completion of the work in consonance with high professional standards and compliance with the delivery and reporting requirements specified herein.
- B. The Subcontractor shall furnish all personnel, supervision, materials, supplies, equipment, tools, facilities, transportation, testing, and other incidental items and services necessary for performance of the work, except for Government Property specified herein to be furnished by LLNS. The Subcontractor shall deliver the materials, products, supplies, and reports, as specified.
- C. The work shall be performed by the Subcontractor at the Subcontractor's facility located at Martinez, CA and at other locations approved by the LLNS Contract Analyst.
- D. The labor shall be performed by employees of the Subcontractor (W-2 tax withholdings required), who are paid a salary or wages, are reimbursed for travel and other work-related direct expenses, are provided prevailing employment-related benefits, and will continue to be. No labor shall be performed by a lower-tier subcontractor or other personnel without the LLNS Contract Analyst's written approval.

ARTICLE 3 - PERIOD OF PERFORMANCE

The work described in the SCOPE OF WORK Article shall commence upon signature of this Subcontract by both parties and shall be completed on or before 4/30/2022.

ARTICLE 4 - ALLOWABLE EXPENDITURES

Allowable expenditures shall be in accordance with the following and the *PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR SUBCONTRACTS* clause of the GENERAL PROVISIONS.

A. Allowable Expenditures

1. Labor

Labor shall be reimbursed at the following fixed hourly rates.

| Position | (5/1/2019 through 8/30/2019) | (9/1/2019 through 8/30/2020) | (9/1/2020 through 8/30/2021) | (9/1/2021 through 8/30/2022) |
|-----------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Energy Manager | \$180.00 | \$198.00 | \$218.00 | \$240.00 |
| Associate Capital Project Manager | \$173.00 | \$190.00 | \$209.00 | \$230.00 |
| Lead Stationary Engineer | \$122.00 | \$134.00 | \$147.00 | \$162.00 |

The Subcontractor shall not be reimbursed for travel time to and from the work location.

2. Other Direct Expenses: None

B. Ceiling Price

1. The ceiling price for the performance of this Subcontract is \$100,000.00. The ceiling price is estimated to cover performance through April 30, 2022.
2. As specified in Paragraph D. of the *PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR SUBCONTRACTS* clause of the GENERAL PROVISIONS, LLNS shall not be obligated to pay the Subcontractor any amount in excess of the ceiling price, including allowable expenditures and termination costs, any other provision to the contrary notwithstanding, and the Subcontractor shall not be obligated to continue performance if it would cause the ceiling price to be exceeded. The Subcontractor shall notify LLNS in writing at least five working days prior to stopping work to avoid exceeding the ceiling price.

ARTICLE 5 - INVOICES AND PAYMENT

Invoices and payments shall be in accordance with this Article and the *PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR SUBCONTRACTS* clause of the GENERAL PROVISIONS.

A. Invoices

1. All invoices shall be submitted on a monthly basis and substantially comply with the requirements of the incorporated T&M INVOICE FORM & INSTRUCTIONS.
2. The Subcontractor shall reference the Subcontract number and billing period covered on all invoices, which shall be submitted to the following address:

Lawrence Livermore National Laboratory
Attention: SASS, L-650
P.O. Box 5012
Livermore, CA 94551

Or electronically by E-Mail at: sass@llnl.gov
(pdf attachment required)

Payment status inquiries should be directed to the LLNL Accounts Payable PO Payment Inquiry website at: <https://vipir.llnl.gov/vipir>

B. Payment Terms

1. The terms of payment for all invoices except the final invoice shall be Net 30 Days after receipt of a proper invoice, upon LLNS' acceptance of any portion of the work delivered or rendered for which a price is separately stated or an invoice allowed.
2. As specified in the *PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR SUBCONTRACTS* clause of the GENERAL PROVISIONS, a retention amount of five percent may be withheld from the amounts due for labor. The maximum retention under this Subcontract will not exceed \$50,000.00.
3. LLNS will process for payment any balance of allowable costs not previously paid based upon the following: (1) LLNS' approval of a final invoice or voucher, (2) Subcontractor's compliance with all terms of this Subcontract, (3) LLNS' receipt of an Assignment & Release as required by the *PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR SUBCONTRACTS* clause of the GENERAL PROVISIONS, and (4) completion of all closeout requirements. An Assignment & Release form will be provided during the closeout process of this Subcontract and must be completed and returned to LLNS; however, an Assignment & Release form is available to view in advance at the following link:

https://supplychain.llnl.gov/poattach/docs/assign_release.docx

C. Federal and State Reporting and Withholding Requirements

LLNS is required to report and withhold income, as may be applicable, on payments for services (e.g., labor, travel, etc.) performed for LLNS. LLNS must, therefore, request certain certifications, exemption / classification status, and other tax related information via tax forms. Depending on your exemption status, withholding may apply.

LLNS requires both a Federal (W-9 or W-8BEN-E) and California State (587 or 590) tax form to be on file prior to issuing the initial invoice under this Subcontract. (NOTE: California Form 587, if applicable, is required for each and every Subcontract.) Links to the Federal and State Tax Forms websites are available on-line at the following website: <https://supplychain.llnl.gov/> (under Supplier Information, General Provisions & Forms). Tax forms shall be sent to LLNS Accounts Payable Tax Group, by E-Mail at: AP-tax@llnl.gov; by mail to: P.O. Box 5001, L-435, Livermore, CA 94551; or by Fax to: (925) 422-0310. Please reference B633442 on all correspondence.

For Subcontractors requesting a waiver (California Form 588) or reduced withholding rate (California Form 589) on payments of California source income, submit form directly to the Franchise Tax Board (FTB). Send a copy of the waiver or reduced rate authorization letter received from the FTB to the LLNS Accounts Payable Tax Group, by E-Mail at: AP-tax@llnl.gov; by mail to: P.O. Box 5001, L-435, Livermore, CA 94551; or by Fax to: (925) 422-0310.

Tax form questions should be directed to the Financial Services Help Desk at (925) 424-4444. Failure to submit required tax forms in a timely manner will result in significant delays in payment of invoices and/or amounts withheld unnecessarily.

D. Location of Services

All non-Corporations shall specify the location of services (e.g., labor, travel, etc.) by state on each invoice including the invoiced amounts for each (include hours and dollars). If work will only be performed in one state, indicate accordingly. In addition, any Corporations that do not have an office in California or are not registered to do business in California shall also list the location of services on each invoice as previously described. Only Corporations with an office residing in California or are registered to do business in California need not specify the location of services.

ARTICLE 6 - SAFETY STANDARDS AND TESTING

Materials, supplies, and equipment furnished or used by the Subcontractor under this Subcontract shall meet nationally recognized safety standards or be tested by the Subcontractor in a manner demonstrating they are safe for use. All electrical equipment, components, conductors, and other electrical material shall be of a type that is listed, labeled, or tested by a Nationally Recognized Testing Laboratory (NRTL) in accordance with Title 29, Part 1910, *Occupational Safety and Health Standards*, of the Code of Federal Regulations (29 CFR 1910). The Subcontractor shall obtain prior written approval from the LLNS Contract Analyst before furnishing or using any materials, supplies, or equipment that do not meet these requirements.

ARTICLE 7 - COORDINATION AND ADMINISTRATION

- A. The LLNS Contract Analyst for this Subcontract is Tim Horgan, or any other designee(s) as may be specified from time to time by the Contract Analyst, including by e-mail notification. All matters relating to the non-technical interpretation, administration, and performance of this Subcontract shall be directed to the LLNS Contract Analyst. The Subcontractor shall direct all notices and requests for approval to the LLNS Contract Analyst, and any notices or approvals from LLNS to the Subcontractor shall be issued by the LLNS Contract Analyst.
- B. The LLNS Technical Representative under this Subcontract is Jhi-Young Joo, or designee, telephone (925) 422-0074, or email joo3@llnl.gov. The LLNS Technical Representative will represent LLNS in matters relating to the technical performance of the Scope of Work described herein. The LLNS Technical Representative will interpret the technical requirements of the Scope of Work and determine the emphasis and direction of the Subcontractor in the conduct of the work. The LLNS Technical Representative is not authorized to execute on behalf of LLNS any Subcontractor provided terms, conditions, or representations without consent from the LLNS Contract Analyst. This includes end-use certifications and representations.

ARTICLE 8 - REPORTS

A. Type of Reports

The Subcontractor shall prepare and submit the following reports to LLNS:

1. Monthly Progress Reports (Type A)

Monthly progress reports shall be submitted by the fifth work day of each month. The progress reports may be informal letter summaries in a format approved by the LLNS Contract Analyst. These reports shall contain a description of work performed during the report period, work planned for the succeeding period, the labor effort expended by labor category, and the reimbursable costs incurred.

2. Final Report (Type B)

A final report shall be submitted upon completion of the work and contain a comprehensive summary of all work results and conclusions. The form and content of the final report shall be acceptable to the LLNS Technical Representative. If so requested, a draft copy of the report shall be provided to the LLNS Technical Representative for review prior to final submittal.

B. Distribution of Reports

Reports shall be electronically transmitted to:

| Type of Report | Recipient |
|----------------|------------------------------|
| A & B | Jhi-Young Joo, joo3@llnl.gov |

| | |
|-------|------------------------------|
| A & B | Tim Horgan, horgan5@llnl.gov |
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With the exception of those indicated above, the Subcontractor shall not distribute reports of work under this Subcontract to any individual or organization without prior written approval of the LLNS Contract Analyst.

C. Interim Reports

It is understood there will be other information exchanged between the parties from time to time. Such data may be exchanged directly between the parties concerned; formal reporting and distribution is not required in these cases.

ARTICLE 9 - NAICS CODE AND SMALL BUSINESS SIZE STANDARD

The North American Industry Classification System (NAICS Code) for this Subcontract is 541690, Other Scientific and Technical Consulting Services. The corresponding small business size standard for this acquisition is \$6,500,000.00 or less. Annual receipts are to be based on the average annual gross revenue for the past three fiscal years.

The Subcontractor shall base its Small Business Program Representations on this small business size standard when certifying its representations and certifications data for this Subcontract. Refer to Subpart 19.1 - *Size Standards* of the Federal Acquisition Regulation (FAR) for information on calculating annual average gross revenue.

ARTICLE 10 - POST-EMPLOYMENT RESTRICTIONS

The Subcontractor represents and warrants that none of its employees, consultants or other agents are subject to any post-employment or other restrictions (i.e. former federal or state government employee) that would place either them personally, the Subcontractor, or LLNS in violation, or possible violation, of such restrictions while performing his or her duties on behalf of LLNS under this Subcontract. If the Subcontractor becomes aware of any such violation, or possible violation, it shall immediately remove that individual from performing his/her assigned duties on behalf of LLNS, inform the LLNS Contract Analyst of all relevant and material facts regarding the situation, and propose alternate personnel who are equally qualified to perform the work in question. If no replacement personnel are available or qualified to perform the work in question, LLNS may terminate this Subcontract, as otherwise provided.

ARTICLE 11 - DEBARMENT ELIGIBILITY CERTIFICATION

By acceptance of this Subcontract, the Subcontractor certifies, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts (including subcontracts) by any agency of the Federal Government.

ARTICLE 12 - GENERAL PROVISIONS

A. The clauses listed in the incorporated GENERAL PROVISIONS shall be applicable to this Subcontract based on the value of the Subcontract, the status of the Subcontractor, and the nature and location of the work as indicated in the GENERAL PROVISIONS.

- B. This Subcontract shall not involve access to classified information and/or special nuclear material, or unescorted access to *Limited* security areas. Accordingly, the clauses listed in the GENERAL PROVISIONS related to such work shall not apply.
- C. This Subcontract is for the conduct of research, development, or demonstration (RD&D) work, or design work involving non-standard types of construction. Accordingly, the clauses listed in the GENERAL PROVISIONS related to such work shall apply. The applicable Patent Rights clause of the GENERAL PROVISIONS shall be the clause entitled *PATENT RIGHTS-RETENTION BY THE CONTRACTOR*.
- #. By this reference, the following clause is hereby added to the *CLAUSES INCORPORATED BY REFERENCE* provision of the GENERAL PROVISIONS under the *Applicable to All Subcontracts* section:

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018)

- #. By this reference, paragraph C. of Clause 13, USE AND RELEASE RESTRICTIONS FOR PROTECTED INFORMATION of the GENERAL PROVISIONS is modified to read as follows:

“C. In the event the Subcontractor receives or is exposed to Protected Information in performance of this Purchase Order, the Subcontractor shall: (1) safeguard the Protected Information in accordance with the appropriate procedures applicable to the type of Protected Information that are designed to protect against any unauthorized use, publication or disclosure of such information, (2) restrict access to such Protected Information to only those individuals or entities needing such access to perform as required under this Subcontract, (3) refrain from using such Protected Information except for the purposes for which such information was originally disclosed, (4) encrypt any electronic information when at rest in accordance with Federal Information Processing Standard (FIPS) 140-2 Level 1 or higher, (5) provide immediate written notice to the LLNS Contract Analyst in the event of any suspected or confirmed unauthorized use, publication, or disclosure of such Protected Information, and (6) provide assistance with any investigation and mitigation of harm.”

(END OF SCHEDULE OF ARTICLES)