PUBLIC WORKS DEPARTMENT

Council Meeting Date: June 17, 2014
Staff Report #: 14-115

Agenda Item #: D-5

CONSENT CALENDAR: **Approve a Resolution Authorizing the City Manager to Execute an Agreement with the Bay Area Climate Collaborative, ABM, and ChargePoint to Install Four Electric Vehicle Charging Stations in Menlo Park with Grant Funds from the California Energy Commission**

RECOMMENDATION

Staff recommends that Council approve a resolution (Attachment A) that authorizes the City Manager to execute an agreement with the Bay Area Climate Collaborative, ABM, and ChargePoint to install four electric vehicle charging stations in Menlo Park with grant funds from the California Energy Commission.

BACKGROUND

In November 2013, staff joined the Bay Area Climate Collaborative's (BACC) Bay Area Charge Ahead Project (BayCAP). BayCAP is a region-wide collaboration led by the BACC, which is a project of the Silicon Valley Leadership Group Foundation (a 501c3 organization). The mission of the BACC is to accelerate the region's transition to a clean energy economy through the promotion of sustainable mobility, clean energy, and energy efficiency.

BayCAP was developed to apply for grant funds from the California Energy Commission (CEC) to install electric vehicle charging stations across the Bay Area. The project will provide a total of 152 Level 2 charging ports, all in dual port configurations in high-utilization destination locations. Menlo Park would receive four of these stations; two would be located in Parking Plaza II, one in Parking Plaza V, and one at the City's Civic Center campus. Menlo Park is the only city participating in the project from San Mateo County. Other cities and counties that are participating include Campbell, Cupertino, Los Gatos, Mountain View, Palo Alto, Stanford University, Sunnyvale, and San Mateo County.

The CEC awarded the grant to BayCAP this month. The grant covers the cost of the charging stations and installation costs of up to $4,500 per station. The value of the grant is estimated to be $12,500 per station, which equates to a $50,000 grant for Menlo Park's four stations. There is an annual match of $4,480 required from the City to

pay for the network service fee, software upgrades, station programming, cellular connections, and 24/7 driver support. The matching cost also covers warranty for the stations in the second year (first year warranty is free).

To meet the milestones under the CEC's grant criteria, staff is recommending that the Council authorize the City Manager to execute an "Approval to Proceed" agreement with BACC, ABM, and ChargePoint for the installation of the four charging stations upon final receipt and due diligence review of the agreement. A draft copy of the agreement is included in Attachment B. The stations are expected to be installed in February 2015.

ANALYSIS

All the stations installed under the BayCAP projects will be ChargePoint CT 4000 series, and all are in the dual-port configuration because this is the most economical approach on a per-port basis. Menlo Park will own and maintain the stations. All dual port chargers can be concurrently energized at charging rates of up to 6.6 kW.

Under the BayCAP project, the City will receive the charging stations for free from ChargePoint. ABM will install the stations for free up to a fixed price of $4,500 per station. If a site requires additional upgrades beyond the $4,500, the City will be responsible for covering these costs or can opt to not install the charging station. The grant funds, master contract, and overall project management will be handled by BACC. Thus, no direct funds will be provided to the City, which will save staff time, and expedite the installation of the charging stations.

The City will be responsible for paying for the ChargePoint network that allows electric vehicle drivers to set up a charging session. This will cost approximately $1,840 per year for all stations. ChargePoint has provided a 25% reduction in network service fees. In addition, the City will be responsible for any extended warranties beyond one year of operation. This will cost approximately $2,640 annually for all stations, and is optional.

The grant covers preventive maintenance for two years. Additional costs in the future may include continuing the preventive maintenance program, at a cost of $200 per port or $3,200 annually for all of Menlo Park's stations.

In summary, to operate the stations for the first year will cost the City $1,840, the second year will cost $4,480 and up to $7,680 annually after the third year, plus nominal electricity costs (estimated $12 per day). There also may be minor costs associated for signs on charging station locations and designating parking spots as electric vehicle only parking.

Fee-Based Charging

If we choose to charge a fee for the use of chargers, BayCAP requires that Menlo Park set charging rates between $1.00 and $1.50 per hour for use of the charger. This may or may not include separate charges for parking per the City's usual parking policies.

Staff intends to provide free charging for the first six months of operation in order to study and monitor potential demand. In addition, Staff is not proposing to make any exceptions to the parking time limits for charging stations in downtown unless there are issues identified after the first six months of operation.

Greenhouse Gas Reductions

In June 2013, Council established a greenhouse gas reduction target of 27% below 2005 levels target by 2020. To achieve this goal, the City needs to reduce 103,256 tons through local strategies.

Installing four electric vehicle charging stations in Menlo Park is consistent with the City's Five Year Climate Action Plan Strategy. The City was set to develop an electric vehicle readiness plan in fiscal year 2015-16. However, due to the opportunity cost of the grant funding, Staff delayed other Climate Action Plan strategies to apply for this grant. Staff estimates that these four stations will reduce 50 tons of greenhouse gas emissions annually, helping the city to meet less than 1% (out of 100%) of its needed GHG reductions.

IMPACT ON CITY RESOURCES

The City will be receiving free charging stations and free installation (up to $4,500) per station from a CEC grant. The estimated value of all four stations is $50,000. The City will be responsible for operating and maintaining the stations. The first year will cost the City $1,840, the second year will cost $4,480, and after the third year, cost will increase up to $7,680 annually, plus electricity costs.

POLICY ISSUES

Installing Electric Vehicle Charging Stations is consistent with implementing the five year Climate Action Plan Strategy adopted by City Council, and will help the City in achieving its 27% greenhouse gas reduction target.

ENVIRONMENTAL REVIEW

The installation of electric vehicle charging stations are exempt under Class 11 Accessory Structure-Section 15311 as stations are considered an accessory to existing parking lots, and are also exempt under Class 1 Existing Structures- Section 15301(e)(1) as stations will not increase 50 percent or 2,500 square feet (whichever is lesser) of the floor area of existing parking lots. Staff filed a Notice of Exemption on May 8, 2014.

PUBLIC NOTICE

Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS

A. Resolution
B. Draft Agreement

Report prepared by:
Rebecca L. Fotu
Environmental Program Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE BAY AREA CLIMATE COLLABORATIVE, ABM, AND CHARGEPOINT TO INSTALL ELECTRIC VEHICLE CHARGING STATIONS IN MENLO PARK WITH GRANT FUNDING FROM THE CALIFORNIA ENERGY COMISSION

WHEREAS, the California Energy Commission awarded funds for the Bay Area Charge Ahead Project (BayCAP), a partnership project with the Bay Area Climate Collaborative (BACC), ABM and ChargePoint, to install electric vehicle charging stations in the Bay Area; and

WHEREAS, the City is participating in the BayCAP project for the deployment of four (4) charging stations that will increase electric vehicle readiness; and

WHEREAS, installing electric vehicle charging stations is consistent with the City's Five Year Climate Action Plan Strategy to help meet the City's greenhouse gas reduction target of 27% below 2005 levels by 2020; and

WHEREAS, the hardware and installation is covered by the grant with funds flowing directly to ABM for the hardware and installation services;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MENLO PARK:

1. Accepts free electric vehicle charging stations and free installation (up to $4,500) in Menlo Park from the BayCAP funded by the California Energy Commission.

2. Accepts that the BACC will manage grant funds with chargers being provided by ChargePoint and installation being provided by ABM (up to $4,500) at no cost to the City.

3. Authorizes the City Manager to execute the BACC, ChargePoint, and ABM "approval to proceed" agreement for the installation of the charging stations upon receipt and due diligence review.

I, Pamela Aguilar, City Clerk of Menlo Park, do herby certify that the above and foregoing Resolution was duly and regularly passed and adopted at a meeting by said Council on June 17, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this seventeenth day of June, 2014.

Pamela Aguilar
City Clerk

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CEVA / California EV Alliance

Bay Area Charge Ahead Project – Approval to Proceed

Installation of Level 2 EV Supply Equipment (EVSE)
Execution of ChargePoint Master Software Services Agreement

Date	June __ , 2014
Site Host Entity	City of _____
Address of Site Host Entity	
Primary Contact Name & Title	
Primary Contact Phone	
Primary Contact Email	
Authorizing Official Name & Title	
Authorizing Official Phone	
Authorizing Official E-mail	

I. Project Summary

The Bay Area Charge Ahead Project 2 (BayCAP2) is a multi-jurisdictional project led by the California EV Alliance (CEVA) to procure and install Level 2 Electric Vehicle Supply Equipment (EVSE) – a.k.a., EV chargers – in specified locations throughout the greater Bay Area. The project is funded by the California Energy Commission (CEC) via the PON-13-606 solicitation award approved on May 14, 2014. Upon completion, the Bay Area Charge Ahead 2 project will install a total of 38 dual port Level 2 chargers, for a total of 74 Level 2 charge ports, including **_____ charging stations (with a total of ___ charge ports)** located in the **City of _____ .**

II. Purpose of this Approval to Proceed

This document provides the approval for ABM to ship and install the CEC-funded Level 2 charging stations at the approved addresses identified by the Site Host; and identifies for each of the relevant parties (the California EV Alliance, the Site Host, ABM, and ChargePoint) the roles, responsibilities, terms, and conditions for installation, maintenance, and operation of the charging stations.

III. Partner Roles

- **The California EV Alliance (CEVA)** – a California nonprofit corporation, is the awardee of California Energy Commission grant support. CEVA will provide overall project management services, including contract oversight, fiscal administration, and reporting to the CEC. CEVA has contracted

with ABM for charging installation services, and with The Bay Area Climate Collaborative for project management support.

- **ABM**, a national leader in EV infrastructure and energy management services, will provide installation, commissioning, and maintenance services for the project charging stations, and will provide a portion of the required matching funds.
- **ChargePoint** – a leading charging equipment manufacturer – will provide Level 2 networked chargers and network operating services, including payment processing, cloud-based charge station information services, and software upgrades.
- **The Site Host Entity** will:
    - **Complete required CEQA documentation** specified by the California Energy Commission (CEC).
    - **Provide access to charge station locations in their jurisdiction** designated in the PON-13-606 application (or a suitable alternative in the event that the original site is deemed infeasible to install.)
    - **Provide all necessary permits for the project**
    - **Collaboratively identify the most appropriate location for the chargers within the designated site**, taking into account convenience for both the EV driver and other users of the facility, visibility, accessibility, and cost. (Please note that site cost guidelines are highlighted below in the Siting Requirements and Scope of Work sections.) In the event that a location preferred by the Site Host cannot be installed by ABM within the project budget, a new site will be selected which is responsive to the Siting Guidelines indicated below. The California EV Alliance will assist the parties in coming to consensus on final siting as needed.
    - **Oversee installation with ABM**, and assign an administrative contact authorized to set up the ChargePoint online station management account before the stations are activated.
    - **Contract with ChargePoint to provide charge station network operating services** during the 2014-2016 project performance period – as defined in the attached Master Software Services Agreement and in fulfillment of CEC local match requirements affirmed in the Site Host Letter of Participation included as part of the CEC PON-13-606 grant submittal.
    - **Maintain public accessibility for all chargers** on a 24/7 basis.
    - **Maintain stations in good operating condition** during the 2014-2016 project operating period.
    - **Provide adequate insurance** per CEC requirements.
    - **Operate the chargers in compliance with a *Site Host Pricing Policy*** that meets grant requirements defined in the California EV Alliance response to PON-13-606 and summarized herein.

IV. Siting Requirements

ABM will install Level 2 ChargePoint charging stations at the designated sites identified through collaboration between the Site Host and ABM. In the event that these sites are deemed by ABM to be cost-prohibitive, or pose other obstacles to effective installation, maintenance, or operation, a new site will be identified that meets the selection criteria identified by the CEC and by the California EV Alliance (CEVA), and which is mutually satisfactory to the Site Host, CEC, CEVA, and ABM. Alternatively, the Site Host may choose to:

- Upgrade their electrical infrastructure with their own resources to bring the desired site into cost compliance, or;
- Contract with ABM to perform the incremental site upgrades. (See the attached form in Section XV, Exhibit B of this document, where optional additional services may be identified).

In the event that the original site is deemed infeasible, all reasonable efforts will be made to identify a new site that corresponds to the following site selection criteria originally identified in the CEVA grant proposal to the CEC:

- **Location**: Select a high-demand, high-visibility location that conforms to CEC criteria for safety, ease of access/ingress, shelter, safety, lighting, and ADA access.
- **Electricity**: Select a location where AC Level 2 (240V/40A) electrical supply is or can be made available with relative ease and minimal cost. (Note that the average cost of installation is projected at a market value of approximately $4500 per site, which will limit panel upgrades and conduit runs.) More cost details are available in the ABM Scope of Work (Section V below).
- **Signage**: Minimum signage of xxxxxxx is required by CEVA/CEC. The relevant signage must comply with the Manual on Uniform Traffic Control Devices (MUTCD) and California Vehicle Codes (CVC), ensuring that signs are high enough, easily visible, and provide clear and accurate information on parking and charging policies.
- **Equipment Protection**: EV chargers should be placed where they can be best protected from physical damage by such measures as curbs, wheel stops, setbacks, bumper guards, and concrete-filled steel bollards, while simultaneously taking into consideration ease of access to the charger, mobility of users, and foot traffic in the area.
- **Public Safety**: Chargers should be located in areas with proper ventilation and away from potential hazards including traffic, explosive materials, flammable vapors, liquids and gases, combustible dust or fibers, materials that ignite spontaneously on contact with air, flood-prone areas, and areas that might be prone to vandalism.
- **Duration of Use**: AC Level 2 charger sites should focus on locations where PEV owners will be parked for significant, though shorter, periods of time (e.g., one to six hours).
- **Shelter**: When possible, choose locations with nearby shelter to protect users from weather when connecting their vehicle to the charger. (However, chargers are designed to be safely operated in exposed locations in the rain, with no danger of electrical shock.)
- **Accessibility**: To the extent feasible, EV charger locations within a site will be accessible in accordance with the draft Governor's Office of Planning & Research guidelines on ADA access.
- **Security:** Locations should be selected that are secure for users at all times of day and night and relatively secure from vandalism (e.g., in well-lighted, well-traveled areas.)

If no qualifying site is identified within the Site Host jurisdiction that satisfies the requirements of all parties, then the California EV Alliance, with the concurrence of the California Energy Commission, may propose a new site in another jurisdiction.

V. Overview of ABM Scope of Work

Under contract with the California EV Alliance, ABM will provide the following installation services at designated Site Host locations:

- Turn-key EVSE installation project management
- Delivery, installation and activation of ChargePoint stations

- Site analysis, station placement recommendation (in collaboration with Site Hosts), engineering, and installation management
- Quarterly maintenance (see description herein)
- ChargePoint warranty support
- Installations by ABM will be provided within the parameters outlined below
- (INSERT THREE ABM SCOPES here).
    - o
    - o
    - o

VI. ABM Warranty, Installation Services, and Limitations

- **Warranty:** ChargePoint provides a one-year manufacturer's equipment warranty. ABM labor and construction material are under warranty for one year after installation; all new work is done to local NEC code requirements. ABM is not responsible for the condition or capacity of the existing electrical systems. ABM is not responsible for any vandalism that occurs during or after the installation of materials. The cost of City permits and electrical engineering and engineered drawings (if applicable) are not included as part of the CEC-funded installation, although regular construction drawings are included. The CEC prohibits use of its funds for permitting. Local site hosts must cover permit costs.

- **Signal Boosting Equipment:** At times, signal boosting antennae may be required for the wireless features of ChargePoint EV charging stations to function properly. Due to the nature of wireless signals, possible interference, line of sight obstructions, etc., one or more antennae could be needed. During the original site visit, ABM will make efforts to determine the need for signal boosting equipment, and will provide such equipment to the extent feasible within the overall project cost framework. However, it is possible that supplementary signal boosting equipment may be needed in the future. If the need should arise, or if the cost exceeds what is feasible within the CEC grant cost parameters, a separate proposal will be provided for signal boosting equipment.

- **ADA and Accessibility Requirements:** All ADA requirements determined by municipal or state agencies are the responsibility of the Site Host. ABM is responsible for the installation of the electrical system(s) necessary to the specific scope outlined for the EV chargers specified. It does not include surface modifications, striping removal, re-striping, etc. that may be necessary to comply with ADA or Accessibility Requirements. Also, any material changes to the electrical scope caused by ADA or Accessibility requirements are considered as additional to ABM services provided through CEC funding.

    - o INSERT ADDITIONAL INFORMATION ON ADA REQUIREMENTS HERE

- **Wheel Stops and Bollards:** Reasonable measures will be taken to install stations in a safe location set back to avoid contact from vehicles. Unless specified in the mutually agreed construction plan, bollards and wheel stops are not included. If additional protection is desired

or required by the City, bollards or wheel stops can be procured and installed with the city's own resources.

VII. ABM Terms and Conditions

A. **Contractor Access to Site:** The Site Host shall permit ABM ("Contractor"), free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during Contractor's normal working hours.

B. **Workmanship & Warranty:** Contractor warrants that the workmanship hereunder shall be free from defects for one year from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced not under a manufacturer's warranty will be at Customer's expense and at the rates then in effect.

C. **Alteration to Scope of Work:** Any alteration to, or deviation from, the scope of work in this Agreement involving extra work, cost of material or labor will become an extra charge (fixed-price amount or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.

D. **Liability for Delay:** Contractor shall not be liable for any delay, loss, damage, or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.

E. **Hold Harmless:** To the fullest extent permitted by law, Site Host shall indemnify and hold harmless Site Host, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Site Host, anyone directly or indirectly employed by Site Host, or anyone for whose acts Site Host may be liable, regardless of whether it is caused in part by the negligence of Contractor.

F. **OSHA Provisions:** Site Host shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

G. **Toxic and Hazardous Substances:** Site Host's obligation under this proposal; and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes, or materials are encountered, Contractor's sole obligation will be to notify the Site Host of their existence. Contractor shall have the right thereafter to suspend its work until such substances, wastes, or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

H. **Damage Limitation:** UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF SITE HOST'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

I. **Solutions for Electrical Load Reduction or Balancing:** In the event that the Site Host's site does not have sufficient electrical infrastructure to support the addition of EV charging infrastructure, ABM may offer options or potential solutions that would help reduce or balance current electrical loads within a facility. Some options are designed to free up electrical capacity while others are designed to minimize peak load spikes and their resulting demand fees. Any such solutions will be implemented only upon Customer approval.

J. **Site Host Options to Perform Certain Functions of the Project:** In the event the scope of work is above the anticipated budget (hours, material or dollars) to successfully perform the project, the Site Host has the option to perform certain functions of the scope themselves with their own qualified and licensed resources. The Site Host shall work in good faith and in cooperation with Contractor to ensure a successful project. A separate agreement to complete the work will be required with ABM and the California EV Alliance for the Site Host to remain eligible for CEC funding on the modified project scope of work.

VIII. ABM Preventive Maintenance Program and Funding

The California Energy Commission requires that applications for funding under PON-13-603 "must include a maintenance plan for continued reliable operation and unforeseen breakdowns of the electric vehicle supply equipment." (Application Guidelines, p. 9) To fulfill this requirement, the California EV Alliance has negotiated a maintenance plan with ABM that will cover Site Host charging stations for a two year period following their installation. (Note that the formal term of the CEC project is anticipated to be from the date of execution of the CEC contract with the California EV Alliance through June 30, 2016.) To cover Year 1 of the project period, ABM will donate (as local match) the entire value of the maintenance plan based on its Manufacturers' Suggested Retail Price (MSRP), which is $200 per charge port for the year. In Year 2, ABM will discount the Plan by 50%, providing $100 per charge port as match, while CEC funds will provide the balance of $100 per port to ensure continuity of maintenance across all charging stations in the Project. The following chart outlines the funding commitments of ABM and the CEC.

BayCAP2 Maintenance Plan: Discount Pricing in Program Years 1 - 2					
Program Year	**Annual MSRP Maintenance Plan** (per Charge Port for quarterly inspection)	**ABM Local Match** (50% discount for BayCAP Quarterly Plan)	**Site Host Contribution**	**CEC Funding**	**% Discount to Site Host**
Year 1	$200	$200	$0	$0	100%
Year 2	$200	$100	$0	$100	100%

ABM Maintenance Scope of Work

- **Software Monitoring:** ABM will monitor on a daily basis the ChargePoint network software to detect failure modes and promptly address the problem, either through software adjustments or dispatch of a technician to the site, if authorized by the site host.
- **Software Upgrades:** ABM will work with ChargePoint to ensure rapid and seamless deployment of software upgrades.

- **Monitoring and re-programing of pricing:** ABM will assist Site Hosts in monitoring (and re-programming as necessary) their pricing approach to EV parking and charging services.
- **Monitor and report key EVSE data:** ABM will monitor and report key EVSE utilization data, including charge session frequency, length, energy utilization, and payment history.
- **Quarterly On-site Maintenance Scope of Work:** An ABM technician will visit Site Host locations in person on a quarterly basis to undertake the following maintenance activities:
    - **Maintain equipment finishes:** ABM will clean the display, head and pedestal/base unit with ABM Green Care cleanser and microfiber cloth; inspect and clean cord and J-1772 receptacle, apply cable protective Green Care coating, and clean all aluminum and plastic parts with microfiber cloths and Green Care cleansers. (Note that ABM Green Care products are LEED certified for green maintenance processes.)
    - **Activate "ChargePoint" session** and perform visual inspection of electrical components and initiate the charging station self-test processes. Minor repairs and recalibration can often be done on site while technician is performing service to eliminate return trips and minimize down time of the equipment.
- **ChargePoint warranty repair work:** All charging station warranty related repair work will be processed through ChargePoint if such repairs are the responsibility of the manufacturer.
- **Non-Warranty work – option of pre-authorized work:** All non-warranty work such as vandalism repair or damage to EVSE equipment shall be estimated prior to repairs. At the option of the Site Host, this work could be immediately addressed under a “Not To Exceed” threshold of $750.00 (or other amount) pre-approved by the site host. If authorized, ABM will perform work on a time and materials basis. Any agreement for pre-authorized repairs (if so desired) will be executed by ABM and the Site Host independently of this Notice to Proceed.

IX. Network Services Fees

The ChargePoint network services fee is $230 per year per port, and covers software upgrades, station programming, cellular connections, and 24/7 driver support. THE TWO-YEAR NETWORK SERVICES FEE MUST BE PAID IN FULL PRIOR TO THE COMMISSIONING OF CHARGING STATIONS. ABM will invoice the Site Host on behalf of ChargePoint, and shall provide proof of Site Host payment within 30 days to the California EV Alliance in fulfillment of CEC project reporting requirements.

X. ChargePoint One Year Warranty and Optional Extended Warranty

The first year ChargePoint warranty is included free with all charging stations included in the Project. An optional extended warranty covers one or two additional years (parts only) for $660 per Charging Station per year. If a Site Host wishes to extend the ChargePoint warranty, it must be specified at the time of equipment order and paid within 30 days.

XI. Site Host Pricing Policy Requirements

The California Energy Commission requires Site Hosts to implement a plan to optimize the use of the charging site to allow multiple EVs to use the charging equipment during a typical day, and to prohibit utilization of a charging station “beyond a reasonable period of time.” In alignment with this goal, the Site Host shall implement the Pricing Plan identified in their Letter of Participation included in response

to the CEC solicitation PON-13-603. The standard (default) Plan developed for all BayCAP project participants calls for the following elements to be administered by the Site Host. (Note that variations from this Plan may be acceptable, but need to be discussed and approved by the California EV Alliance and included as part of this Notice to Proceed.)

A. **Fee-Based Charging:** Site hosts shall set charging rates between $1.00 and $1.50 per hour for use of the charger. This may or may not include separate charges for parking per the jurisdiction's usual parking policies. Fees may be calculated based on duration of stay, energy consumed (kWh), or a combination of the two.
B. **Graduated Pricing Based on Duration of Stay:** Site hosts shall raise the fee for occupying the EVSE-equipped space by a sufficient increment to encourage turnover of the space and thus greater availability and utilization (in charging mode) for EV drivers. It is recommended that this approach be implemented after approximately four hours of charging at the lower cost rate – particularly in cases where utilization rates are observed to be very high (70% or more) and available alternative charging facilities are limited. Site hosts may also consider a lower evening or weekend rate for EVs (similar to most existing parking policies) to encourage responsible off-peak use. (In particular, lots proximate to multi-unit residential buildings could provide a lower-cost overnight rate with a higher daytime rate that incentivizes overnight EVSE users to make way for daytime visitors and commuters.)
C. **EVSE Revenue and Cost Monitoring:** Pricing strategies should be reviewed on a semi-annual basis to ensure that expenses for sustaining charger operations are covered to the maximum extent feasible and appropriate. In most cases, fees for charger operations set in the $1/hr. range (or equivalent kWh) should be adequate to cover energy costs, transaction fees, the ChargePoint network services fee, and (beginning with Year 3 of the Project) the (optional) continuation of the ABM Maintenance Plan. In rare cases where the charger is not yet being well-utilized, there may be a modest operating subsidy required.

XII. Disposition of Equipment: The California Energy Commission solicitation terms and conditions only addresses the disposition of equipment purchased with grant funds if they have a unit cost greater than $5,000 and a useful life of greater than one year. The ChargePoint EV charging stations have a unit cost LESS than $5,000. In the event that the charging stations DID cost more than $5,000, the CEC indicates that "recipients may continue to utilize equipment purchased with Energy Commission funds as long as the use is consistent with the intent of the original Grant Agreement." Please note that there are no disposition requirements for equipment purchased with match share funding.

XIII. Summary of Equipment and Services Provided Under This Agreement:

CITY OF _____ **Summary of Charging Station Installation and Agreements for ChargePoint (CPI) Network Services and ABM Maintenance**	
Description	**Cost**
A. Quantity/Type of Charging Stations: **____ ChargePoint CT 4000 dual port Level 2 Charging Stations** **Total Number of Charging Ports: ____ Ports**	Paid by CEC with CPI discount as local match
B. Location of Charging Stations: 1. ____ Charging Stations at (INSERT Street Address, City, and Zip Code, and general location within parking lot or facility.) 2. ____ Charging Stations at (INSERT Address and location information on Exhibit A, etc.)	
C. Required Two-Year ChargePoint Network Services Agreement: ($230 per port x 2 years x total number of ports = total price)	$
D. Included Two-Year ABM Cleaning and Maintenance Service ($200 per year per charge port – included as local match)	Paid by ABM & included as local match
E. Optional: 2nd or 2nd/3rd Year ChargePoint Extended Warranty (parts only)**:** (# of Charging Stations x $660 per year x # of years = total price)	$
F. Additional (optional) installation or equipment upgrades specified in Exhibit B below (including parts and services):	$
Total Costs Paid by Site Host (sum of Sections C-F above)**:**	$

XIV. ChargePoint Master Software Services Agreement

INCLUDE MSSA HERE

XV. ChargePoint Warranty Information

INCLUDE WARRANTY HERE

Exhibit A: Site Address and Location Information

Exhibit B: Additional (optional) Infrastructure Upgrade & Installation Services:

APPROVAL TO PROCEED

The signatures below indicate agreement by all named parties with this Approval to Proceed with the installation of charging equipment and related services under the terms and conditions outlined in this document and in the Bay Area Charge Ahead Project grant application and award from the California Energy Commission.

Site Host Authorized Signature **Printed Name & Title**

Date

ABM Authorized Signature **Printed Name & Title**

Date

California EV Alliance Authorized Signature **Printed Name & Title**

Date

ChargePoint Authorized Signature **Printed Name & Title**

Date