



**Bay Area Charge Ahead Project 2 – Approval to Proceed**  
*Installation of Level 2 EV Supply Equipment (EVSE)*

<b>Date</b>	August __ , 2014
<b>Site Host Entity</b>	City of _____
<b>Address of Site Host Entity</b>	
<b>Primary Contact Name &amp; Title</b>	
<b>Primary Contact Phone</b>	
<b>Primary Contact Email</b>	
<b>Authorizing Official Name &amp; Title</b>	
<b>Authorizing Official Phone</b>	
<b>Authorizing Official E-mail</b>	

**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**

- 1. 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.
- 2. Site Hosts:** Site hosts for the EV charging stations in the BayCAP2 project include the cities of Benicia, Berkeley, Fremont, Hayward, St. Helena, Yountville, Petaluma, San Leandro, the Napa

County Transportation and Planning Authority, and Barker Pacific (a commercial property owner located in the Hamilton Landing area of Novato.)

3. **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.
4. **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.
5. **The Site Host Entity** will:
  - A. **Complete required CEQA documentation** specified by the California Energy Commission (CEC).
  - B. **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.)
  - C. **Provide all necessary permits for the project**
  - D. **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 installation 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.
  - E. **Provide charging station signage (per the requirements defined below) and striping (where needed to clearly designate the space for EV use)**. A minimum of one sign per EVSE-equipped parking space is required by the California Energy Commission and CEVA, which shall indicate that the space is “reserved for EV charging.” 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.
  - F. **Provide adequate electrical capacity** and any other items deemed necessary to complete the EVSE installation that are otherwise excluded from the standard ABM installation services as specified in the Siting Requirements and Scope of Work sections of this Agreement. Any such items or services, if needed, will be further specified in this agreement (following the joint site inspection by ABM and the Site Host). Additional items (if any) to be provided for by the Site Host shall be summarized in Exhibit C. Items (if any) that are contracted for with ABM for an additional fee are summarized in the form of a work order in Exhibit B, subject to the terms listed in Exhibit B.
  - G. **Oversee installation with ABM**, and assign an administrative contact authorized to set up the ChargePoint online station management account before the stations are activated.
  - H. **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 (“MSSA”) 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. The ChargePoint MSSA needs to be “accepted” online as part of the EV station activation process after payment is made. As a reference, a copy of the ChargePoint MSSA is attached as Exhibit E of this document.

- I. **Maintain public accessibility for all chargers** on a 24/7 basis.
- J. **Maintain stations in good operating condition** during the 2014-2016 project operating period.
- K. **Provide adequate insurance** per CEC requirements.
- L. **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 perform or contract additional services as outlined below in Section V/Additional Services:

- **Location:** Select a high-demand, high-visibility location that conforms to CEC criteria for safety, ease of access/ingress, shelter, 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).
- **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.)
- **Cell Coverage:** Chargers require cell phone signals for networked operation and repeaters may be installed to provide signals if the site does not have coverage.

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. ABM Scope of Work

Under contract with the California EV Alliance, ABM will provide the following installation and related 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
- Provide proper insurance and liability coverage information to Site Hosts as per standard contractor requirements.

ABM installation services funded by the BayCAP2 program will be provided within the parameters outlined below for each Site Host. All chargers in the program are ChargePoint dual-port Level 2 stations (see illustration below). Station configuration and installation profile options are listed below:

- **Wall-Mount vs. Pedestal-Mount Configurations:** ChargePoint CT4023 Wall-Mount OR CT4021 Bollard-Mount units will be provided as appropriate to siting circumstances. Please note that the “bollard-mount” units are also interchangeably referred to as “pedestal mount.” These units are NOT to be confused with *protective bollards*, which are separate devices such as a metal or concrete pole or blocking device, which may be installed separately to prevent damage to the charging station.
- **“Gateway” vs. “Drone” Charging Station Models:** Each ChargePoint CT 4000 series model is available as either: a) a “Gateway” unit, which includes the internal cellular communications equipment to connect to the public network; or, b) as a “Drone” unit that wirelessly communicates to the Gateway when installed within appropriate proximity and line-of-site locations. Multiple Drone units are typically added near one Gateway unit to form a multi-station charging group or array. Note that slight variations in the maximum length of conduit indicated in the scenarios below (Options 1-3) may be accommodated in limited situations at the sole discretion of ABM and CEVA. Standard installation options include:
  - **Installation Profile Option #1: Surface Mount Installation**  
*Install Pedestal (“Bollard”) or Wall-Mounted dual charging station on existing concrete with anchors.* Two (2) 40 Amp Standard Circuit Breakers will be provided and installed in existing electrical panel with available space and amperage. Two (2) 60 Amp Disconnects will serve as local disconnecting means. A maximum of eighty (80) feet of ¾” Electrical Metallic Tubing (EMT) surface mount conduit and wire will be provided and installed.
  - **Installation Profile Option #2: Underground Installation**  
*Install Pedestal (“Bollard”) dual charging station on new concrete base.* One (1) new concrete base will be constructed per charger. Two (2) 40 amp standard circuit breakers will be provided and installed in existing electrical panel with available space and amperage. Two (2) 60 Amp Disconnects will serve as local power disconnecting means. A maximum of forty-five (45) feet of underground trenching in planter and ¾” PVC underground conduit and wire will be provided and installed from existing electrical panel to new concrete base.
  - **Installation Profile Option #3: Partial Surface and Underground Installation**  
*Install Pedestal (“Bollard”) dual charging station on new concrete base.* One (1) new concrete base will be constructed. Two (2) 40 amp standard circuit breakers will be provided

and installed in existing electrical panel with available space and amperage. Two (2) 60 Amp Disconnects will serve as local disconnecting means. A maximum of forty (40) feet of ¾" EMT surface mount conduit and wire will be provided and installed onto the existing structure with straps in surface mounted configuration -- and a maximum of up to twenty-five (25) feet of underground trenching will be provided in planter and ¾" PVC underground conduit and wire will be installed from structure to new concrete base of EVSE.



**ChargePoint 4000 Series Charging Stations**

▪ **Additional ABM or Site Host Provided Services**

- a) The Site Host may also opt to self-perform additional scope beyond Installation Profile Option #1, #2, or #3. This additional scope, if needed, is referenced as Exhibit C of this document.
- b) If upon the site survey conducted by ABM, it is determined that there is additional required work beyond the scope detailed in Installation Profile Options #1, #2, or #3 above, ABM will provide an additional estimate for costs to complete the EVSE installation. These proposals, if desired, will be added as Exhibit B to this Agreement, while Site Host approval is included as Exhibit A of this document.
- c) 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 Site Host approval.
- d) In the case of additional services by either party, ABM will cooperate with the Site Host to coordinate satisfactory completion of the installation of the EVSE pursuant to the requirements of the project.

▪ **ABM Exclusions and Qualifications**

Unless specifically noted otherwise:

- a) Electrical design work to accommodate non-standard configurations is excluded and will be charged as additional as required, with agreement of Site Host.
- b) Electrical permit, plan check fees, and utility charges are excluded and must be paid by Site Host where required.
- c) Pricing is based on existing electrical system having adequate physical space and amperage available.

- d) Excludes any underground work such as excavating, concrete or asphalt cutting and patching.
- e) Excludes cellular signal booster for equipment without adequate cellular connection.
- f) Excludes concrete coring of walls, floor, ceiling of building or parking structures
- g) Excludes x-ray or radar detection of concealed obstacles within a concrete slab in either a post tension slab or rebar supported slab.
- h) Excludes protective barriers i.e. post barriers (bollards) or wheel stops.
- i) Excludes pull boxes or intermediate junction boxes for primary electrical feeds to EV chargers or any low voltage or signal wiring.
- j) Excludes landscape repair or restoration.
- k) Excludes any cosmetic enhancements such as paint or parking lot striping.
- l) Excludes any parking lot, access ramp or access path re-configuration or leveling that may be required to create ADA accessible spaces.

## VI. ABM Warranty, Installation Services, and Limitations

- **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 proposal can 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. The guidelines to be followed are the draft "Plug-In Electric Vehicles: Universal Charging Access Guidelines and Best Practices" published by the State of California, Governor's Office of Planning and Research, at: [http://opr.ca.gov/docs/PEV\\_Access\\_Guidelines.pdf](http://opr.ca.gov/docs/PEV_Access_Guidelines.pdf). In the event that the state issues new guidelines prior to installation, the new guidelines will be used to define ADA requirements.
- **Wheel Stops and Bollards:** Reasonable measures will be taken to install stations in a safe location set back to avoid contact from vehicles. As noted above, protective bollards and wheel

stops are not included in the standard ABM work scope. 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 or a proposal can be provided by ABM.

**VII. ABM Terms and Conditions**

- A. **INDEMNIFICATION.** ABM will defend, indemnify and save harmless the Site Host, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on ABM's part, or that of ABM's agents or employees or other independent contractors directly responsible to ABM, but only to the extent same are caused by the negligence, misconduct, or fault of ABM, ABM's agents or employees or other independent contractors directly responsible to ABM. ABM shall notify both the Site Host's Designee and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.
- B. **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.
- C. **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.
- D. **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.
- E. **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.
- 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, .

- I. **INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

I.1 **Workers' Compensation.**

- I.1.1 **General Requirements.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000.00 per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Contractor, its employees, agents, and subcontractors.

- I.1.2 **Submittal Requirements.** To comply with Subsection I, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

I.2 **Commercial General and Automobile Liability Insurance.**

- I.2.1 **General Requirements.** Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000.00 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000.00 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

- I.2.2 **Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

- I.2.3 **Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.



- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Contractor's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**I.2.4 Submittal Requirements.** To comply with Subsection I.2, Contractor shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

**I.3 All Policies Requirements.**

**I.3.1 Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**I.3.2 Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**I.3.3 Deductibles and Self-Insured Retentions.** Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**I.3.4 Wasting Policies.** No policy required by this Section I shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

**I.3.5 Endorsement Requirements.** Each insurance policy required by Section I shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

**I.3.6 Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**I.4 Remedies.** In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor’s breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**VIII. ABM Preventive Maintenance Program and Funding**

The California Energy Commission requires that applications for funding under PON-13-606 “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 to 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:

<b>BayCAP2 Maintenance Plan: Discount Pricing in Program Years 1 - 2</b>					
<b>Program Year</b>	<b>Annual MSRP Maintenance Plan (per Charge Port for quarterly inspection)</b>	<b>ABM Local Match (50% discount for BayCAP Quarterly Plan)</b>	<b>Site Host Contribution</b>	<b>CEC Funding</b>	<b>% Discount to Site Host</b>
<b>Year 1</b>	\$200	\$200	\$0	\$0	100%
<b>Year 2</b>	\$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-programming 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 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:** 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 Authorization 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. ChargePoint equipment warranty details are provided in Exhibit D of this document. 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-13-606. 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 must be 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:** Charging stations and related equipment installed by ABM at Host Sites are considered to be the property of the Site Host upon delivery at the Site. Per CEC Terms and Conditions, the Site Host shall use the equipment in the project for which it was acquired as long as needed, and the Site Host shall not encumber the property without CEC approval. When no longer needed for the original project or program, the Site Host shall contact the California Energy Commission for disposition instructions.

**Exhibit A: Summary of Equipment and Services Provided Under This Agreement**

CITY OF _____ Summary of Charging Station Installation Agreements for ChargePoint (CPI) Charging Stations and ChargePoint Network Services and ABM Maintenance Services	
Description	Cost
<b>A. Total Quantity and Type of Charging Stations</b> ___ ChargePoint CT 4021-GW1 "Gateway" dual port Level 2 Charging Station(s) (wall-mounted) ___ ChargePoint CT 4023-GW1 "Gateway" dual port Level 2 Charging Station(s) (pedestal mounted) ___ ChargePoint CT 4021 "drone" dual port Level 2 Charging Station(s) (wall-mounted) ___ ChargePoint CT 4023 "drone" dual port Level 2 Charging Station(s) (pedestal-mounted) TOTAL: ___ ChargePoint CT 4000 Charging Stations providing a total of ___ Charging Ports See <a href="http://www.chargepoint.com/files/CT4000-Data-Sheet.pdf">http://www.chargepoint.com/files/CT4000-Data-Sheet.pdf</a> for complete product specs and details.	
<b>B. Location of Charging Stations</b> (Please summarize Site and Charger information below -- adding space if needed) <b>Site Host Address #1:</b> (include facility name/ if any, street address, city, and zip code):  <b>Station Location Description #1</b> (location on lot where EVSE is to be installed):  <b>ChargePoint Units to be Installed at this Site</b> (# of units and model #, see following page for model info):  <b>Other Site Information</b> (provided by ABM and Site Host following Site Inspection):  <b>Site Host Address #2:</b> (include facility name/ if any, street address, city, and zip code):  <b>Station Location Description #2:</b>  <b>ChargePoint Units to be Installed at this Site</b> (# and model):  <b>Other Site Information:</b>	

<p><b>C. Required Two-Year ChargePoint Network Services Agreement:</b>  <b>(\$230 per port x 2 years x total number of ports = total price)</b></p> <ul style="list-style-type: none"> <li>▪ Payment for the ChargePoint agreement must be made direct to ABM via the process described below.</li> <li>▪ Following receipt of payment by ABM, a ChargePoint user ID, temporary password, and URL for the user log-in page will be sent via e-mail to the designated Administrator at the Host Site.</li> <li>▪ To complete the ChargePoint network services activation, the Site Host Administrator must log-in at the designated URL, provide the registration information requested, and acknowledge and accept the ChargePoint Master Software Services Agreement (“MSSA”). This process must be completed <u>before</u> stations can be utilized. <i>Exhibit E of this document includes a sample ChargePoint MSSA.</i></li> <li>▪ If the Site Host is unable to enter into the MSSA agreement via the ChargePoint website, please request a hard copy contract from Ken Sapp at ABM -- <a href="mailto:ken.sapp@abm.com">ken.sapp@abm.com</a> or (949) 330-1542.</li> </ul>	\$
<p><b>D. Included Two-Year ABM Cleaning and Maintenance Service</b>                  (\$200 per year per charge port – included as local match)</p>	Paid by ABM
<p><b>E. Optional: 2<sup>nd</sup> or 2<sup>nd</sup>/3<sup>rd</sup> Year ChargePoint Extended Warranty (parts only):</b>                  (# of Charging Stations x \$660 per year x # of years = total price.) Note that the warranty is priced on the basis of charging <u>stations</u> rather than charging ports, i.e., a dual port charging <u>station</u> is \$660/year.</p>	\$
<p><b>F. Additional (optional) installation or equipment upgrades specified in Exhibit B below</b>                  (including parts and services):</p>	\$
<p><b>Total Costs Paid by Site Host</b> (sum of Sections C, E, and F above):</p>	\$

**Billing Information**

Billing Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Authorization:** We instruct **ABM Electrical Power Solutions, LLC** or subsidiaries to proceed with scheduling and performing the work described in the attached proposal.

**Proposed date to begin work:** \_\_\_\_\_

**Host Entity Name** (for billing and payment purposes): \_\_\_\_\_

**Amount:** (Insert “total costs paid by site host” itemized above): \_\_\_\_\_

**Payment will be made to ABM by:** (check one option below)

\_\_\_\_ **Company check** before project start date: Check number: \_\_\_\_\_

\_\_\_\_ **Purchase or Service order:** P.O. Number: \_\_\_\_\_

\_\_\_\_ **Credit or Debit card:** \_\_\_ Visa \_\_\_ Master Other: \_\_\_\_\_

**Card Number:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**Exhibit B: Optional Additional Infrastructure Services Provided by ABM**

**Sample Additional Electrical Upgrade & Installation Infrastructure Services**

(to be customized by ABM and Site Host)

<ul style="list-style-type: none"> <li>▪ Install _____ Wheel Stop(s)</li> <li>▪ Install _____ Protective Bollard(s)</li> <li>▪ Transformer _____ KVA</li> <li>▪ Wall Core Qty _____</li> <li>▪ Floor Core Qty _____</li> </ul>	<ul style="list-style-type: none"> <li>▪ J - Box Qty _____</li> <li>▪ Trenching _____ ft</li> <li>▪ Concrete Cut/Patch _____ ft</li> <li>▪ Asphalt Cut/Patch _____ ft</li> <li>▪ Landscape Repair _____ ft</li> </ul>
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Description of Work to be Performed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Materials List: \_\_\_\_\_

\_\_\_\_\_

Materials \$: \_\_\_\_\_

Labor \$: \_\_\_\_\_

Tax \$: \_\_\_\_\_

Total \$: \_\_\_\_\_

*Note: All work performed to local and NEC requirements by California State Certified Electricians.*

**ABM Electrical Power Services, LLC (ABEPS) Terms and Conditions**

The following items are in addition to Section VII – ABM Terms and Conditions within this BayCAP Approval to Proceed document. Authorization to proceed with the work outlined in this quotation shall constitute Site Host (“Buyer’s”) acceptance of these terms and conditions in full. Oral authorizations to proceed must be confirmed to ABMEPS in writing (Fax or e-mail) within 24 hours. If there is a conflict or discrepancy between terms and conditions in the Buyer’s purchase authorization and this quotation, this quotation shall prevail unless specifically authorized, in writing, by ABM Electrical Power Services, LLC

**Terms of Payment:** **1.** Terms are net thirty (30) days. Any invoice not paid within thirty (30) days from the date of invoice will be subject to a service charge equal to the lesser of One and One-half percent (1.5%) per month on account balances or the maximum percentage permitted by law. **2.** At ABMEPS’s option, customers may be invoiced on a monthly basis for services provided over more than one month. **3.** All pricing and payment terms contained herein are contingent upon a favorable Credit Report for the customer/client to whom this quotation is provided. Upon receipt of a less than favorable credit report ABMEPS reserves the right to withdraw this proposal,

modify the pricing, or require payment when services are rendered, or advance payment of the total job quotation before providing services. **4.** For material purchases in excess of \$50,000, ABMEPS reserves the option to invoice 50% of the total at the time of material order and the remaining 50% at the time of material delivery. **5.** Customer agrees to pay ABMEPS, to the extent permitted by applicable law, all costs and expenses, including but not limited to reasonable attorney's fees, incurred by ABMEPS in connection with any collection activities or actions to collect unpaid invoices under this quotation.

**Delays:** ABMEPS shall not be liable for delays or performance resulting from causes beyond its reasonable control, acts of God, acts or omissions of Buyer, fire, strike or other labor difficulty. Should there be a delay, the date of delivery or performance shall be extended.

**Cancellation:** Notice of cancellation of services to be performed must be received thirty-six (36) hours prior to the agreed upon date and time. Unless such notification is provided, charges will be incurred. These charges will be ABMEPS's cost plus ten percent (10%) and will include any rental equipment for the Project.

**Disclaimer:** ABMEPS assumes no responsibility for any damage or injury to any property caused directly or indirectly as a result of ABMEPS performing its duties under this agreement except such damage or injury that may be held to result solely and directly from or out of: Any grossly negligent performance by ABMEPS in its obligations under this Agreement or any willful misconduct on the part of ABMEPS, its agents or employees.

**Responsibility:** All services are performed in accordance with industry standards, project specifications and/or NETA specifications. Where remediation is beyond the scope of normal reliability testing, and where corrective action is required, such services will be quoted separately.

**Assignment:** ABMEPS reserves the right to assign this project in part or in total to an affiliated entity.

**Termination:** An order may be terminated only by mutual written agreement between Buyer and ABMEPS and only upon payment of costs and expenses already incurred by ABMEPS

**Safety:** ABMEPS agrees to comply with all applicable federal, state, local, National Electric Codes and project safety rules and regulations. ABMEPS reserves the right not to perform work that in its opinion violates OSHA Electrical Safety-Related Work Practices; Final Rule or other safety rules and regulations.

**Standby Time:** When ABMEPS service personnel are on the job site but unable to perform services requested because of circumstances beyond ABMEPS control, the customer may be charged standby time at the applicable rate for each such ABMEPS service person (up to a maximum of eight (8) hours per day per person).

**Warranties:** All material and equipment delivered and/or installed will be the products of reputable manufacturers. ABMEPS MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY EXCLUDED, CONCERNING MATERIAL AND EQUIPMENT MANUFACTURED BY OTHERS. ABMEPS sells and delivers all materials and equipment not manufactured by it "AS IS," but ABMEPS will use its best reasonable efforts to obtain from the manufacturer, in accordance with the manufacturer's customary practices, the repair or replacement of any material or equipment which may prove defective in workmanship or material. The foregoing shall be the exclusive remedy of Buyer and the sole obligation of ABMEPS with respect to material and equipment manufactured by others. Further, ABMEPS warrants its labor for one (1) year.

### **Exhibit C: Site Host Commitment to Perform Site Preparation Services**

**NOTE:** This Exhibit is needed ONLY if the Site Host and ABM mutually determine that additional services must be performed by the Site Host to enable successful installation of EVSE.



**Project(s):** \_\_\_\_\_

**Site Addresses:** \_\_\_\_\_

**Site Addresses:** \_\_\_\_\_

**Site Addresses:** \_\_\_\_\_

**Site Host Contact Name & Title:** \_\_\_\_\_

**Site Host Phone:** \_\_\_\_\_ **Site Host E-mail:** \_\_\_\_\_

**Acknowledgement:** We hereby acknowledge that the following additional work is required to meet the terms and conditions of the CEC-funded charging station installation project described herein, and that this work shall be conducted by the Site Host, at the Host's own expense, using the Host's own resources, contractors (if applicable), and personnel.

**Scope of Work:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Proposed date to begin work:** \_\_\_\_\_

**Proposed date to complete work:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title (Please Print):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Exhibit D: ChargePoint Warranty Information**

**Exhibit E: ChargePoint Master Software Services Agreement**

**APPROVAL TO PROCEED**

**(inclusive of Exhibits A, B, C, D, and E above – as applicable)**

The signatures below indicate agreement by all named parties with this Approval to Proceed (including Exhibits A, B, C, D, and E above – as applicable) 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.

Please note that this agreement is contingent upon and only goes into force after execution of all necessary agreements between the CEC and the California EV Alliance (CEVA), and the subsequent execution of valid agreements between the CEVA and ABM. If in the event that these superior agreements are not completed successfully with mutual consent between the parties, then ABM is not obligated to provide the equipment nor services identified in this agreement.

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**Site Host Authorized Signature**

**Printed Name & Title**

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**Date**

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**ABM Authorized Signature**

**Printed Name & Title**

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**Date**

2321460.1