



STATE OF CALIFORNIA

GRANT REQUEST FORM (GRF)

CEC-270 (Revised 12/2019)

CALIFORNIA ENERGY COMMISSION

A) New Agreement # ZVI-22- 005 (to be completed by CGL office)

B) Division	Agreement Manager:	MS-	Phone
600 Fuels and Transportation Division	Thanh Lopez	6	916-931-9427

C) Recipient's Legal Name	Federal ID #
EVgo Services LLC	27-3632157

D) Title of Project
Reliable Fast Charging Access for Multi-Family Housing in Northern California

E) Term and Amount

Start Date	End Date	Amount
11 / 16 / 2022	6/30/2025	\$ 868,630

F) Business Meeting Information

- ARFVTP agreements \$75K and under delegated to Executive Director
 Proposed Business Meeting Date 11 / 16 / 2022 Consent Discussion

Business Meeting Presenter:

Please select one list serve. Altfuels (AB118- ARFVTP)

Agenda Item Subject and Description:

EVGO SERVICES LLC. Proposed resolution approving Agreement ZVI-22-005 with EVgo Services LLC for a \$868,630 grant to install 9 direct current fast chargers at two locations in Santa Clara County to demonstrate replicable and scalable business and technology models to maximize access and electric vehicle miles traveled for multi-family housing residents, and adopting staff's determination that this action is exempt from CEQA. (General Fund Funding)
 Contact: Thanh Lopez

G) California Environmental Quality Act (CEQA) Compliance

- Is Agreement considered a "Project" under CEQA?
 - Yes (skip to question 2) No (complete the following (PRC 21065 and 14 CCR 15378)):
 - Explain why Agreement is not considered a "Project":
 - Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because .
- If Agreement is considered a "Project" under CEQA:
 - Agreement **IS** exempt.
 - Statutory Exemption. List PRC and/or CCR section number:
 - Categorical Exemption. List CCR section number:
 - 15301 "Existing Facilities"
 - 15303 "New Construction or Conversion of Small Structures"



GRANT REQUEST FORM (GRF)

- 15304 "Minor Alterations to Land"

Common Sense Exemption. 14 CCR 15061 (b) (3)

Explain reason why Agreement is exempt under the above section:

Please see the attached CEQA exemption statement.

b) Agreement **IS NOT** exempt. (Consult with the legal office to determine next steps)

Check all that apply

- Initial Study
- Negative Declaration
- Mitigated Negative Declaration
- Environmental Impact Report
- Statement of Overriding Considerations

H) List all subcontractors (major and minor) and equipment vendors, including those listed in the grant application: (attach additional sheets as necessary)

Legal Company Name:	Budget
Forth	\$ 50,000
TBD Installation Contractor	\$ 42,262
TBD Installation Contractor	\$ 289,548
Delta Electronics + (equipment vendor)	\$ 282,939
Marubeni Corp. (equipment vendor)	\$ 280,800
TBD (equipment vendor)	\$ 122,458

I) List all key partners, including those listed in the grant application: (attach additional sheets as necessary)

Legal Company Name:
Forth

J) Budget Information

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
General Funding	21/22	601.129ZEV	\$868,630
Funding Source			\$
Funding Source			\$
Funding Source			\$
Funding Source			\$

R&D Program Area: Select Program Area TOTAL: \$

Explanation for "Other" selection

Reimbursement Contract #:

Federal Agreement #:

**CEC 270 Attachment
ZVI-22-005 EVgo Services LLC**

CEQA Exemption Statement

Reasons why project is exempt:

Cal. Code Regs., Title 14, Sec. 15301 provides that projects which consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, and which involve negligible or no expansion of existing or former use, are categorically exempt from the provisions of the California Environmental Quality Act. This project involves installation of nine electric vehicle DCFC at two existing retail parking lot sites in shopping facilities in Northern California. Specifically, the charging equipment to be installed is approximately the size of a payphone. The electric vehicle charging stations will be installed on existing pavement and connected to existing electrical infrastructure in locations where customers already park their vehicles to access commercial and retail businesses. The project involves negligible or no expansion of existing or former use of the sites. Therefore, the project falls within section 15301 and will not have a significant effect on the environment.

Cal. Code Regs., Title 14, Sec. 15303 provides that projects which consist of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure, are categorically exempt from the provisions of CEQA. This project consists of installation of new small equipment to existing sites. Specifically, the charging equipment to be installed is approximately the size of a pay phone. All the equipment will be installed on existing pavement. Therefore, the project falls within section 15303 and will not have a significant effect on the environment.

Cal. Code Regs., Title 14, Sec. 15304 provides that projects which consist of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes are categorically exempt from the provisions of CEQA. In this project, minor trenching and directional boring may be necessary to lay conduit from the existing or new electrical infrastructure (transformer, switchgear, etc.) to the charging equipment. The trenching/boring will take place on currently paved ground, will not involve the removal of any trees, and surface will be restored. Therefore, the project falls within section 15304 and will not have a significant effect on the environment.

This project does not involve impacts on any particularly sensitive environment; any cumulative impacts of successive projects of the same type in the same place that might be considered significant; does not involve unusual circumstances that might have a significant effect on the environment; will not result in damage to scenic resources within a highway officially designated as a state scenic highway; the project site is not included on any list compiled pursuant to Government Code section 65962.5, and the project will not cause a substantial adverse change in the significance of a historical resource. Therefore, none of the exceptions to categorical exemptions listed in CEQA Guidelines section 15300.2 apply to this project and this project will not have a significant effect on the environment.

Exhibit A SCOPE OF WORK

TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2	X	Site Design and Equipment Procurement
3		Site Construction
4	X	Utility/Site Energization & Commissioning
5		Operations and Maintenance
6		Outreach and Education
7		Data Collection and Analysis
8		Project Fact Sheet

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Catharine Brookes		
2	Lars Peters, Mandeep Guragain		
3	Eugene Hong		
6	Catharine Brookes	Forth	

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
AFDC	Alternative Fuels Data Center
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
CTP	Clean Transportation Program
CPR	Critical Project Review
DCFC	Direct Current Fast Charger
EVgo	EVgo Services LLC
FTD	Fuels and Transportation Division
MFH	Multi-Family Housing

Recipient	EVgo Services LLC
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Background:

The Budget Act of 2021 (Assembly Bill [AB] 128, Ting, Chapter 21, Statutes of 2021, as amended by Senate Bill (SB) 129, Skinner, Chapter 69, Statutes of 2021 and SB 170, Skinner, Chapter 240, Statutes of 2021) appropriated \$785,000,000 from the General Fund to support infrastructure deployments and manufacturing projects for zero-emission light-duty and medium- and heavy-duty vehicles.

On November 24, 2021, the California Energy Commission (CEC) released a Grant Funding Opportunity (GFO) entitled “Reliable, Equitable, and Accessible Charging for multi-family Housing (REACH).” This competitive grant solicitation was to demonstrate replicable and scalable business and technology models for large-scale deployment of electric vehicle (EV) charging infrastructure capable of maximizing access and EV travel for multi-family housing (MFH) residents. In response to GFO-21-603, the Recipient submitted application #08 which was proposed for funding in the CEC’s Notice of Proposed Awards on May 11, 2022. GFO-21-603 and Recipient’s application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient’s Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient’s Application and the terms of CEC’s Award, CEC’s Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient’s Application, the terms of this Agreement shall control.

Problem Statement:

Access to convenient, reliable, and low-cost charging can be a key enabler for the increasing rate of plug-in EV adoption in California. However, home charging access is not ubiquitously available, posing challenges to achieving the level of plug-in EV adoption needed to meet the state’s transportation electrification goals and to attain equitable access to charging. MFH residents make up a large part of the California housing stock, however, most MFH units do not have home EV charging options. Due to potentially high costs and other barriers, it may be difficult to expand at-home charging at MFH properties.

Goals of the Agreement:

The goal of this Agreement is to increase EV charging access for and enable greater plug-in EV adoption by MFH residents. The project will demonstrate a replicable and scalable business and technology model for EV charging deployment capable of maximizing access and EV travel for MFH residents through:

- Reliable and replicable charging installations with equitable access to nearby MFH residents
- Engagement and education and outreach in particular to MFH residents within disadvantaged and low-income communities
- Charger installations and business models that maximize accessibility and minimize costs to and for MFH residents.

Objectives of the Agreement:

The objectives of this Agreement are to:

- Install at least 9 direct current fast chargers (DCFC) capable of serving 10 charging stalls at 2 locations in Santa Clara County. A minimum of 50 percent of the project's chargers will be installed within disadvantaged communities and/or low-income communities.
- Provide EV charging access for a minimum of 1,000 MFH residential units at each project site.
- Ensure that the chargers installed in the project are Operational at least 97 percent of the standard hours of operation for five years after commissioning. Charger operational time may be averaged for each site.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Commission Agreement Manager (CAM) shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a "Kick-Off" meeting with the CAM, the Commission Agreement Officer (CAO), and a representative of the CEC Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
- Provide a written statement of project activities that have occurred after the notice of proposed awards but prior to the execution of the agreement using match funds. If none, provide a statement that no work has been completed using match funds prior to the execution of the agreement. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Critical Project Review (Task 1.2)
 - Match fund documentation (Task 1.7) No reimbursable work may be done until this documentation is in place.
 - Permit documentation (Task 1.8)
 - Subawards needed to carry out project (Task 1.9)
 - The CAM's expectations for accomplishing tasks described in the Scope of Work
 - An updated Schedule of Products and Due Dates
 - Monthly Calls (Task 1.4)
 - Quarterly Progress Reports (Task 1.5)

- Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
- Final Report (Task 1.6)

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits
- Written Statement of Match Share Activities

Commission Agreement Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the CEC and the Recipient. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The CAM may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the CAO, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM to provide support to the CEC.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the CEC, but they may take place at another location or remotely.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient and the CAM. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CAM.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The CAM will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the CAM about the following Agreement closeout items:

- What to do with any equipment purchased with CEC funds (Options)
 - CEC request for specific “generated” data (not already provided in Agreement products)
 - Need to document Recipient’s disclosure of “subject inventions” developed under the Agreement
 - “Surviving” Agreement provisions
 - Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Calls

The goal of this task is to have calls at least monthly between CAM and Recipient to verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to verbally summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, to verify match funds are being proportionally spent concurrently or in advance of CEC funds or are being spent in accordance with an approved Match Funding Spending Plan, to form the basis for determining whether invoices are consistent with work performed, and to answer any other questions from the CAM. Monthly calls might not be held on those months when a quarterly progress report is submitted, or the CAM determines that a monthly call is unnecessary.

The CAM shall:

- Schedule monthly calls.
- Provide questions to the Recipient prior to the monthly call.
- Provide call summary notes to Recipient of items discussed during call.

The Recipient shall:

- Review the questions provided by CAM prior to the monthly call
- Provide verbal answers to the CAM during the call.

Product:

- Email to CAM concurring with call summary notes.

Task 1.5 Quarterly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Quarterly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Progress reports are due to the CAM the 10th day of each January, April, July, and October. The Quarterly Progress Report template can be found on the ECAMS Resources webpage available at <https://www.energy.ca.gov/media/4691>.

Product:

- Quarterly Progress Reports

Task 1.6 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

In addition to any other applicable requirements, the Final Report must comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability; all applicable regulations and guidelines issued pursuant to the ADA; Cal. Gov. Code sects. 7405 and 11135; and Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report complying with ADA requirements and following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

Task 1.7 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the CAM if during the course of the Agreement additional match funds are received.
- Notify the CAM within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.8 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the CAM.
- As permits are obtained, send a copy of each approved permit to the CAM.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.9 Obtain and Execute Subawards

The goal of this task is to ensure quality products and to procure subrecipients required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures.

The Recipient shall:

- Manage and coordinate subrecipient activities.
- If requested by the CAM, submit a draft of each subaward required to conduct the work under this Agreement to the CAM for review.
- If requested by the CAM, submit a final copy of the executed subaward.
- If Recipient intends to add new subrecipients or change subrecipients, then the Recipient shall notify the CAM.

Products:

- Letter describing the subawards needed, or stating that no subawards are required
- Draft subcontracts (if requested)
- Final subcontracts (if requested)

TECHNICAL TASKS

TASK 2 SITE DESIGN & EQUIPMENT PROCUREMENT

The goal of this task is to prepare and complete site designs needed for required permits for each project site. Equipment will be ordered and procured for each project site.

The Recipient shall:

- Develop detailed site plans for each site. This includes finalizing detailed input such as exact EV charger placement at the charging site location. Provide copies to the CAM.
- Develop an *Equipment Procurement Plan* for each site that includes but is not limited to:
 - Finalized list of equipment needed for each project site.
 - Schedule for procuring equipment.
- Procure Equipment and submit copies of purchase orders for the equipment.

Products:

- Copies of site plans
- Equipment Procurement Plan
- Equipment Purchase Orders

[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]

TASK 3 SITE CONSTRUCTION

The goal of this task is to prepare and complete site construction of at least 9 DCFC across two site locations in Santa Clara County and complete the required certifications for the project.

The Recipient shall:

- Prepare project sites for construction.
- Complete trenching at each project site.
- Place signage and install bollards for each project site.
- Install chargers at each project site.
- Develop an *Installation Report* that includes but is not limited to the following:
 - Summary of tasks needed to complete site construction.
 - Photos of signage and bollards installed at each project site.
 - Photos of completed site showing each site is ready for energization by utility
- After site commissioning, complete placement of signage in the Right-Of-Way and provide photos of signage for each project site to the CAM.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit EVITP Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.

Products:

- Installation Report
- Photos of Right-of-Way signage for each project site
- AB 841 Certification or why AB 841 requirements do not apply to the project
- EVITP Certification Numbers of each EVITP certified electrician

TASK 4 UTILITY/SITE ENERGIZATION & COMMISSIONING

The goal of this task is to schedule and ensure utility work required for site energization is completed, perform commissioning of equipment, and publish site availability.

The Recipient shall:

- Coordinate with electric utility to schedule energization of the chargers and to start utility service for each project site.
- Schedule charger commissioning with equipment manufacturer.
- Complete an onsite test for each project site to ensure the stations and the ancillary equipment are all operating properly.
- Add project sites to PlugShare, the Alternative Fuels Data Center (AFDC), Google Maps, and EVgo website.

- Prepare and submit a *Commissioning Report* to confirm site energization by utility; completed testing of all equipment at the project sites; and site availability on PlugShare, AFDC, Google Maps, and EVgo website.

Product:

- Commissioning Report

[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]

TASK 5 OPERATIONS AND MAINTENANCE

The goal of this task is to ensure that the chargers installed in the project are Operational at least 97 percent of the standard hours of operation for five years after commissioning. Charger operational time may be averaged for each site.

Task 5.1 Operations

The Recipient shall:

- Operate the installed charging stations during the term of this agreement.
- Ensure that the chargers installed in the project are Operational at least 97 percent of standard hours of operation for five years after commissioning. The Recipient may average charger Operational time at each site. Without limitation to other rights and remedies which the CEC may have, including but not limited to survival provisions specified in the Terms and Conditions of this agreement, this requirement to ensure operability for five years after commissioning shall survive the completion or termination date of this agreement. In addition to other requirements in the Terms and Conditions of this agreement, all CEC-reimbursable expenditures must be incurred within the agreement term.
- If at any time during the 5 year term set forth above, a report provided pursuant to Task 5.3 below shows that at any site the chargers installed in the project have been Operational for less than 97 percent of the standard hours of operation, the Recipient shall first discuss the problem informally with the CAM. If the problem cannot be resolved between the Recipient and CAM informally, the Recipient must direct a grievance together with any evidence, in writing, to the CAM. The writing must state the disputed issues, the basis for the Recipient's position, and the resolution sought. The CAM and CEC management will make a determination on the problem after receipt of the written communication from the Recipient. The determination shall be sent in writing to the Recipient, indicating a decision and explanation for the decision.

Task 5.2 Maintenance

The Recipient shall:

- Perform regular preventive maintenance, including visual inspection, performance testing, functional validation, and reporting.
- Monitor network performance.

- Dispatch maintenance technicians in a timely manner after a service issue has been reported, with most types of malfunctions and repairs expected to be addressed within 48 hours of initial notice.
- Provide charging station users with 24/7 call center service that will assist users with any technical issues encountered at the stations.
- Prepare a *Stations Operations Report* for each project site sent semi-annually to the CAM after station commissioning through the term of the agreement. The report will include a summary of uptime measures, calculation of uptime, discussion of any pertinent issues or problems that arose during the charging station(s)'s operation (e.g., repairs, downtime); a discussion of any work that has been performed to the Station(s) (e.g., maintenance, repair), as well as any expansion or upgrade plans.

Product:

Stations Operations Report delivered with the Quarterly Progress Reports described in Task 1.5

Task 5.3 Recordkeeping and Reporting

The Recipient shall:

- Keep and maintain a record of the standard hours of operation for each site, including any changes over the operational period.
- Keep and maintain detailed records of maintenance and repairs. Records shall include:
 - Whether the maintenance was scheduled preventive maintenance or response to an identified issue
 - Date the need for corrective maintenance was reported, if applicable
 - Date maintenance began
 - Date maintenance was completed
 - Narrative describing nature of maintenance required or solution, including replacement parts, if applicable.

- Keep and maintain a record of the operative status of each connector from the time the equipment is commissioned until the end of the operational period defined by this agreement.
 - The record shall include any time that a connector is incapable of delivering a charge.
 - For any networked chargers, Recipient shall record the time and the operative status of each connector every 15 minutes.
 - Excluded Downtime (defined below) shall be recorded, including, if applicable and reasonably available, supporting documentation from an independent party, e.g., notice from an electric utility of a power outage or police report of vandalism. The record shall include an explanation of the cause of the downtime, why it should be considered excluded downtime, and the efforts made to minimize the downtime.
- Make these records available, in a standard electronic format of the CEC's choosing, to the CEC within 1 month of a written request by the CEC.
- Without limitation to other rights and remedies which the CEC may have, including but not limited to survival provisions specified in the Terms and Conditions of this agreement, the requirements for recordkeeping and reporting under this Task shall remain in effect for five years after commissioning and shall survive the completion or termination date of this agreement. In addition to other requirements in the Terms and Conditions of this agreement, all CEC-reimbursable expenditures must be incurred within the agreement term.
- The requirements for recordkeeping and reporting under this Task are in addition to requirements specified in this Agreement's Terms and Conditions, section 18.b, Retention of Records, and any other applicable Terms and Conditions.

Products:

- Record of standard hours of operation (if requested by CEC)
- Record of the operative status of each connector (if requested by CEC)
- Records of maintenance and repairs (if requested by CEC)

Task 5.4 Definitions

- a) Central System: The central system that communicates with one or more chargers, for example, to authorize users, monitor charger status, and/or collect, transmit, record, and manage other information.
- b) Connector: A connector is what is plugged into a vehicle to charge it.
- c) Charging Site: A physical location with one or more chargers.
- d) Charger: A device that safely supplies electrical power to an electric vehicle through connectors. Where a device has multiple connectors or can serve multiple parking spaces, the number of chargers is equal to the number of vehicles that can be simultaneously charged.
- e) Downtime: Any period of time within the standard hours of operation in which a charger is not Operational.

- f) Excluded Downtime: A period of Downtime, within the standard hours of operation, caused by any of the following:
- **Electric Grid Power Loss:** Power supplied by the electric utility for a site is not supplied at levels required to for minimum function of chargers / station. This may include, but is not limited to, service outages due to utility equipment malfunction or public safety power shut-offs.
 - **Accident, Vandalism or Theft:** Physical damage to the charger for events such as vehicle collision with a charger, theft of charging cables, damage to connectors from mishandling, and damage to screens. Excluded downtime is limited to a maximum of 5 business days for each event. Recipient shall diligently pursue resolution of the damage. If downtime lasts more than 5 business days due to damage to a charger the Recipient shall immediately submit a written explanation to the CAM which includes an explanation of what caused damage to the charger, a summary of Recipient's efforts to fix the damage, and a proposed plan and timeline to fix the damage. The period of excluded downtime may be extended to more than 5 business days by written authorization from the CAM if, in the CEC's opinion, the Recipient's efforts to pursue resolution of the damage are reasonable.
 - **Telecommunication Network Outages:** Loss of communication between a charger and a central system due to cellular or internet service provider system outages that are beyond the control of the Recipient.
 - **Planned Outage for Maintenance or Upgrade:** Any planned maintenance indicated in the funding Recipient's Operations and Maintenance Plan, submitted with application for funding, or an updated Plan approved by the CAM in advance of the planned outage.
 - **Extraordinary Events:** Events that are not reasonably foreseeable, are not caused by the Recipient, and which are or would have been impossible to plan for using commercially reasonable methods.
- g) Operational: A charging port is considered Operational when its hardware and software are both online and available for use, or in use, and the charging port successfully dispenses electricity as expected.
- h) Uptime: Uptime is calculated as:

$$\text{Uptime} = \frac{\text{Total Standard Hours of Operation} - \text{Downtime} + \text{Excluded Downtime}}{\text{Total Standard Hours of Operation}} * 100\%$$

TASK 6 OUTREACH AND EDUCATION

The goal of this task is conduct community engagement and outreach.

The Recipient shall:

- Develop an outreach program specifically targeting the MFH complexes near the project sites. Activities include, but are not limited to:
 - Developing handouts, mailers, and specific multilingual information materials to deliver to local low-income housing locations.

- Creating toolkits, “how to” videos”, “train the trainer” content, as well as consumer information on EVs, EV charging, smart phone applications, and memberships, etc.
- Hosting informational events and appearing at local events (e.g., farmers markets, community and social events, churches, etc.) to gather community feedback on the project.
- Posting on social media channels (LinkedIn, Twitter, Facebook, and Instagram) to inform availability of charging stations.
- Offering at least 100 free EVgo Plus subscriptions to low-income residents of MFH units identified in this project who have or are likely to obtain an EV for personal use, and track success in delivering EVgo Plus subscriptions
- Perform education and outreach and develop an *Outreach and Education Report* summarizing activities performed.

Products:

- Copies of outreach and education materials
- Outreach and Education Report

Task 7 DATA COLLECTION AND ANALYSIS

The goal of this task is to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis in the Final Report.

The Recipient shall:

- Develop data collection plan for deployed charging equipment.
- Troubleshoot any issues identified.
- Collect and provide the following data:
 - Number, type, date, and location of chargers installed.
 - Nameplate capacity of the installed equipment, in kW for chargers.
 - Number and type of outlets per charger.
 - Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing.
 - Total cost per charger, the subsidy from the CEC per charger, federal subsidy per charger, utility subsidy per charger, and privately funded share per charger.
 - EV adoption of residents in the MFH served by the project (before project begins until end of project).
 - Success rate of property recruitment.
 - Number of MFH units served by the project.
 - Number of MFH units in disadvantaged or low-income communities.
 - Number of affordable housing units.

- Collect and provide 12 months of throughput, usage, and operations data from the project including, but not limited to, for each month:
 - Number of charging or refueling sessions
 - Number of unique users
 - Number of unique users who are residents of the MFH units identified in the project
 - Number of sessions by each recipient of a free EVgo Plus subscription offered under this project, anonymized
 - Average charger downtime
 - Peak power delivered (kW)
 - Duration of active charging, hourly
 - Duration of charging session, hourly (e.g., vehicle parked but not actively charging)
 - Average session duration
 - Energy delivered (kWh)
 - Average kWh or kg dispensed
 - Types of vehicles using the charging equipment
 - Applicable price for charging, including but not limited to: electric utility tariff, EVSP service contract, or public charger price.
 - Payment method for public charging
 - Energy delivered back to grid or facility if a bidirectional charging use case (kWh)
 - Normal operating hours, up time, downtime, and explanations of variations
 - Gallons of gasoline and/or diesel fuel displaced (with associated mileage information)
 - Expected air emissions reduction, for example:
 - Non-methane hydrocarbons
 - Oxides of nitrogen
 - Particulate Matter
 - Formaldehyde
- Identify any current and planned use of renewable energy at the facility.
- Describe any energy efficiency measures used in the facility that may exceed Title 24 standards in Part 6 of the California Code Regulations.
- Provide data on potential job creation, economic development, and increased state revenue as a result of expected future expansion.

- Provide a quantified estimate of the project's carbon intensity values for life-cycle greenhouse gas emissions.
- Compare any project performance and expectations provided in the proposal to CEC with actual project performance and accomplishments.
- Submit the data described above electronically in a quarterly progress report throughout the duration of the agreement.
- Collect data, information, and analysis described above and include in the Final Report.

Products:

- Data on charger installations and charging events will be submitted electronically in Quarterly Progress Reports
- Data collection information and analysis will be included in the Final Report

TASK 8 PROJECT FACT SHEET

The goal of this task is to develop an initial and final project fact sheet that describes the CEC-funded project and the benefits resulting from the project for the public and key decision makers.

The Recipient shall:

- Prepare an Initial Project Fact Sheet at start of the project that describes the project and the expected benefits. Use the format provided by the CAM.
- Prepare a Final Project Fact Sheet at the project's conclusion that describes the project, the actual benefits resulting from the project, and lessons learned from implementing the project. Use the format provided by the CAM.
- Provide at least (6) six High Quality Digital Photographs (minimum resolution of 1300x500 pixels in landscape ratio) of pre and post technology installation at the project sites or related project photographs.

Products:

- Initial Project Fact Sheet
- Final Project Fact Sheet
- High Quality Digital Photographs

STATE OF CALIFORNIA
STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION: EVgo Services LLC

RESOLVED, that the State Energy Resources Conservation and Development Commission (CEC) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

RESOLVED, that the CEC approves Agreement ZVI-22-005 with EVgo Services LLC for a \$868,630 grant to install nine DCFC at two locations in Santa Clara County to demonstrate replicable and scalable business and technology models to maximize access and EV miles traveled for multifamily housing residents; and

FURTHER BE IT RESOLVED, that the Executive Director or their designee shall execute the same on behalf of the CEC.

CERTIFICATION

The undersigned Secretariat to the CEC does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the CEC held on November 16, 2022.

AYE:
NAY:
ABSENT:
ABSTAIN:

Dated:

Liza Lopez
Secretariat