



**California Energy Commission  
02-15-2023 Business Meeting  
Backup Materials for Agenda Item No 03h:  
ChargePoint, Inc.**

The following backup materials for the above-referenced agenda item are available in this PDF packet as listed below:

1. Proposed Resolution (attached below).
2. Grant Request Form or Grant Amendment Request Form or Contract Request Form or Loan Request Form (applicable form attached below).
3. Scope of Work (attached below).
4. CEQA documents (if applicable, attached below).
5. Other relevant documentation or link to other documentation (if applicable, attached below).

**STATE OF CALIFORNIA**  
**STATE ENERGY RESOURCES**  
**CONSERVATION AND DEVELOPMENT COMMISSION**

**RESOLUTION: ChargePoint, Inc.**

**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 ARV-22-007 for a \$1,537,296 grant to install a DCFC “hub” capable of charging four vehicles simultaneously at 150kW each, one dual-port Level 2 charger, and four “spoke” stations with 20 dual-port Level 2 chargers. Stations will be constructed along critical rural travel corridors to enable long-distance EV trips and the installation of Level 2 stations at population centers to attract rural drivers; 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 February 15, 2023.

AYE:  
NAY:  
ABSENT:  
ABSTAIN:

Dated:

\_\_\_\_\_  
Liza Lopez  
Secretariat



STATE OF CALIFORNIA

**GRANT REQUEST FORM (GRF)**

CEC-270 (Revised 12/2019)

CALIFORNIA ENERGY COMMISSION

**A) New Agreement # ARV-22-007 (to be completed by CGL office)**

B) Division	Agreement Manager:	MS-	Phone
Fuels and Transportation Division.	Soham Mistry	6	916-908-7489

C) Recipient's Legal Name	Federal ID #
ChargePoint, Inc.	26-1070576

D) Title of Project
Charging the Road Less Traveled - Electrifying Northern California's Rural Routes

**E) Term and Amount**

Start Date	End Date	Amount
1/ 25 / 2023	03 / 30 / 2028	\$ 1,537,296

**F) Business Meeting Information**

- ☐ ARFVTP agreements \$75K and under delegated to Executive Director  
Proposed Business Meeting Date 1 / 25 / 2023 ☐ Consent ☒ Discussion  
Business Meeting Presenter Soham Mistry Time Needed: 5 minutes  
Please select one list serve. Altfuels (AB118- ARFVTP)

**Agenda Item Subject and Description:**

ChargePoint, Inc. Proposed resolution approving Agreement ARV-22-007 for a \$1,537,296 grant to install a DCFC "hub" capable of charging four vehicles simultaneously at 150kW each, one dual-port Level 2 charger, and four "spoke" stations with 20 dual-port Level 2 chargers, and adopting staff's determination that this action is exempt from CEQA. Stations will be constructed along critical rural travel corridors to enable long-distance EV trips and the installation of Level 2 stations at population centers to attract rural drivers. (Clean Transportation Program Funding)  
Contact: Soham Mistry (Staff Presentation: 5 minutes)

**G) California Environmental Quality Act (CEQA) Compliance**

1. 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.

2. If Agreement is considered a "Project" under CEQA:

- a) ☐ Agreement **IS** exempt.  
☐ Statutory Exemption. List PRC and/or CCR section number:  
☒ Categorical Exemption. List CCR section number:

Cal. Code Regs., tit. 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



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## GRANT REQUEST FORM (GRF)

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CALIFORNIA ENERGY COMMISSION

or no expansion of use beyond that existing at the time of the lead agency's determination, are categorically exempt from the provisions of the California Environmental Quality Act.

This project involves installation of electric vehicle charging stations, including at existing paved lots. The electric vehicle charging stations will be installed on existing paved parking lots and will involve negligible or no expansion of use. Therefore, the projects fall within section 15301 and will not have significant effects on the environment.

Cal. Code Regs., tit. 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 an existing site. Specifically, the charging equipment to be installed (including a new transformer, switchgear, battery storage, and dispensers) does not expand the area of use of the existing sites. The equipment will be installed in existing, paved parking lots. Therefore, the projects fall within section 15303 and will not have significant effects on the environment.

Cal. Code Regs., tit. 14, sect. 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 may be necessary to connect the dispensers to the equipment pads for the transformer, switchgear, and battery storage. The trenching will take place on currently paved ground, will not involve the removal of any trees, and surfaces will be restored. Therefore, the projects fall within section 15304 and will not have significant effects on the environment.

☐ Common Sense Exemption. 14 CCR 15061 (b) (3) Explain reason why Agreement is exempt under the above section:

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)**



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CALIFORNIA ENERGY COMMISSION

<b>Legal Company Name:</b>	<b>Budget</b>
TBD (Design and Build)	\$ 899,706

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

<b>Legal Company Name:</b>
Mendocino Council of Governments

**J) Budget Information**

<b>Funding Source</b>	<b>Funding Year of Appropriation</b>	<b>Budget List Number</b>	<b>Amount</b>
ARFVTP	20/21	601.118M	\$1,537,296
Funding Source			\$
Funding Source			\$

R&D Program Area: N/A TOTAL: \$1,537,296

Explanation for "Other" selection

Reimbursement Contract #:

Federal Agreement #:

**K) Recipient's Contact Information****1. Recipient's Administrator/Officer**

Name: Laura Parsons

Address: 254 E. Hacienda Ave.

City, State, Zip: Campbell, CA  
95008

Phone: 408-841-4537

E-Mail:

laura.parsons@chargepoint.com

**2. Recipient's Project Manager**

Name: Laura Parsons

Address: 254 E. Hacienda Ave.

City, State, Zip: Campbell, CA  
95008

Phone: 408-841-4537

E-Mail:

laura.parsons@chargepoint.com

**L) Selection Process Used**



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CALIFORNIA ENERGY COMMISSION

- ☒ Competitive Solicitation      Solicitation #: GFO-21-604
- ☐ First Come First Served Solicitation      Solicitation #:      -      -

**M) The following items should be attached to this GRF**

- |   |                                     |     |  |
|---|-------------------------------------|-----|--|
| 1. Exhibit A, Scope of Work                         | <input checked="" type="checkbox"/> | N/A | <input checked="" type="checkbox"/> Attached |
| 2. Exhibit B, Budget Detail                         | <input checked="" type="checkbox"/> | N/A | <input checked="" type="checkbox"/> Attached |
| 3. CEC 105, Questionnaire for Identifying Conflicts | <input checked="" type="checkbox"/> | N/A | <input checked="" type="checkbox"/> Attached |
| 4. Recipient Resolution                             | <input type="checkbox"/>            |     | <input type="checkbox"/> Attached            |
| 5. CEQA Documentation                               | <input type="checkbox"/>            |     | <input type="checkbox"/> Attached            |

_____ <b>Agreement Manager</b>	_____ <b>Date</b>
_____ <b>Office Manager</b>	_____ <b>Date</b>
_____ <b>Deputy Director</b>	_____ <b>Date</b>

## Exhibit A SCOPE OF WORK

### TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2		Site Acquisition
3	X	Design and Build
4		Operations and Maintenance
5		Community Outreach
6		Data Collection and Analysis
7		Project Fact Sheet

### KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Nina Pisano, Laura Parsons		
2	Rory Moore		
3	Shaun Paiva	TBD – Design-Build Vendor	
4	Nina Pisano		
5	Nina Pisano		Mendocino Council of Governments (MCOG)
6	Nina Pisano		
7	Nina Pisano		

### GLOSSARY

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

Term/ Acronym	Definition
AHJ	Authority Having Jurisdiction
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
CTP	Clean Transportation Program
CPR	Critical Project Review
DAC	Disadvantaged Community
DCFC	Direct Current Fast Charger

<b>Term/ Acronym</b>	<b>Definition</b>
AHJ	Authority Having Jurisdiction
EV	Electric Vehicle
EVSE	Electric Vehicle Supply Equipment
EVCS	Electric Vehicle Charging Station
FTD	Fuels and Transportation Division
L2 Charger	Level 2 Chargers
LIC	Low-Income Community
Recipient	ChargePoint, Inc.

## **Background**

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program. The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Clean Transportation Program through January 1, 2024. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On December 14, 2021, the CEC released a Grant Funding Opportunity (GFO) entitled "Rural Electric Vehicle (REV) Charging." This competitive grant solicitation was to demonstrate replicable and scalable business and technology models for deployment of public electric vehicle (EV) charging infrastructure capable of maximizing access and EV travel for rural residents. In response to GFO-21-604, the Recipient submitted application #16 which was proposed for funding in the CEC's Notice of Proposed Awards on June 24, 2022. GFO-21-604 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:**

Transitioning drivers from conventional vehicles to EVs is a key step in helping the state reach its climate change goals and clean air standards. When compared to densely populated areas, rural communities have lower EV adoption rates, in part because rural areas lack adequate EV charging infrastructure. Disparities are even greater in low-income and disadvantaged communities.

**Goals of the Agreement:**

The goal of this Agreement is to increase EV charging access to rural EV drivers, especially those from low-income and disadvantaged communities.

**Objectives of the Agreement:**

The objectives of this Agreement are to:

- Install Direct Current fast chargers (DCFCs) along critical rural travel corridors to enable long-distance EV trips and enhance range confidence.
- Install electric vehicle supply equipment (EVSE) at population centers to attract rural drivers.
- Install and operate four (4) DCFC and one (1) dual-port Level 2 (L2) charger at one central location, and 20 dual-port L2 chargers across four nearby locations.
- Conduct outreach to encourage more rural EV drivers.

**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 10<sup>th</sup> 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 Final Report in Microsoft Word format or similar electronic format as approved by the CAM.

**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 ACQUISITION**

The goal of this task is to execute agreements with site hosts to install and operate electric vehicle supply equipment (EVSE) at the selected Charging Sites (and, if applicable, third-party EVSE owners).

#### **The Recipient shall:**

- Confirm feasibility and costs of installing EVSE at specific sites.
- Analyze installation costs and timelines to finalize selection of at least 5 sites for EV charger installation ("Charging Sites"), and incorporate community input as described in Task 5. Summarize selection factors and submit a *Charging Site Selection Summary*.
- Create a *Preliminary Site Layout*, which shall include a description of EVSE to be installed, for each Charging Site. Each Preliminary Site Layout shall include the quantity and power levels of EVSE to be installed, a diagram of where EVSE will be installed, and a list of site amenities.
- Execute an agreement with the site host to install and operate EVSE at each Charging Site; submit a *Site Host Agreement Summary* to the CAM, which states that the Site Host Agreement meets the requirements of this Scope of Work and includes a copy of the signature page of the site host agreement.

#### **Products:**

- Charging Site Selection Summary
- Preliminary Site Layout (for each Charging Site)



- Site Host Agreement Summary (for each Charging Site)

### TASK 3 DESIGN AND BUILD

The goal of this task is to design, permit, build, and activate the at least one DCFC hub Charging Site and at least four L2 spoke Charging Sites. The DCFC hub site will include four DCFC able to dispense at least 150kW to four vehicles simultaneously (all four will have SAE CCS standard connectors; at least one will have CHAdeMO) and one dual-port L2 charger. For the L2 spoke sites, the number of dispensers may vary by Charging Site based on projected utilization, available space, parking count, available grid capacity, site host or station owner requirements, and other factors. A total of 20 dual-port L2 stations, for a total of 40 L2 ports will be installed across the spoke sites.

#### The Recipient shall, for each Charging Site:

- Ensure the Charging Site is designed to meet the following requirements:
  - Meets all federal, state, and local electrical and building codes for construction.
  - Electric vehicle charging stations (EVCSs) are protected from vehicle damage via bollards, wheel stops or other barrier(s).
  - EVCSs are lit from dusk until dawn.
  - For EVCSs installed to serve publicly accessible parking spaces, include “EV Charging Only” signage and pavement stenciling.
- Produce *Construction Drawings* for each Charging Site.
- Secure the required *Permit(s)* for each Charging Site from the Authority/Authorities Having Jurisdiction (AHJ).
- Build each Charging Site according to the Construction Drawings.
- Build at least one “hub” charging site with at least four DCFC ports capable of charging four vehicles simultaneously at 150kW each, and one dual-port L2 EVSE.
- Build four “spoke” charging sites with L2 chargers. The total number of L2 chargers across the four “spoke” sites shall be at least 20 dual-port L2 chargers.
- Ensure the relevant electric utility installs or upgrades its equipment to adequately support the Charging Site and energizes the electrical service.
- Activate EVCSs on the ChargePoint network. Submit to the CAM a *Site Activation Notification* that includes a screenshot of the stations on the ChargePoint network.
- Ensure the EVSE passes final inspection by the AHJ.
- For each Charging Site, submit *Final Inspection Card, As-Built Drawings, and Installed Stations Photos* to the CAM.
- Submit an *AB 841 Certification* that certifies the project has complied with all AB 841 (2020) requirements specified in the Agreement Terms and Conditions 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:**

- Construction Drawings (for each Charging Site)
- Permit (for each Charging Site)
- Site Activation Notification (for each Charging Site)
- Final Inspection Card (for each Charging Site)
- As-Built Drawings (for each Charging Site)
- Installed Stations Photo (for each Charging Site)
- AB 841 Certification
- EVITP Certification Numbers

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

## **TASK 4 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 a charging site's standard hours of operation per year for five years after commissioning.

### **Task 4.1 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 a charging site's standard hours of operation per year for five years after commissioning. 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.

### **Task 4.2 Maintenance**

**The Recipient shall:**

- Monitor network performance.
- Dispatch maintenance technicians in a timely manner and address malfunctions and repairs 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 quarterly to the CAM after station commissioning through the term of this agreement. The report will include, but not be limited to, a summary of uptime measures, calculation of uptime, and number of dispatch events needed during the quarter.

**Product:**

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

**Task 4.3 Recordkeeping and Reporting****The Recipient shall:**

- Keep and maintain a *Record of the Standard Hours of Operation* for each site, including, but not limited to, any changes over the operational period.
- Keep and maintain detailed *Records of Maintenance and Repairs* for each site. Records shall include, but are not limited to:
  - Whether the maintenance was scheduled preventive maintenance or response to an identified issue
  - Date and time the need for corrective maintenance was reported, if applicable
  - Date and time maintenance began
  - Date and time maintenance was completed
  - Narrative describing nature of maintenance required
  - Any component failures / replacements
- Keep and maintain, for all sites, 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, but is not limited to, any time the Recipient knows or is notified that a connector is incapable of delivering a charge, for example by observation, by receipt of a service call, by notice of power outage or telecommunications outage, or other means.
  - For any networked chargers, Recipient shall record the time and the operative status of each connector every 15 minutes.
    - For example, a central system using OCPP 1.6 could send `TriggerMessage.req`, `'requestedMessage' = 'StatusNotification'` and record both the `TriggerMessage.conf` and `StatusNotification.req` sent by the charge point in response.
  - Excluded downtime shall be recorded, including, but not limited to, 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 file format of the CEC's choosing, to the CEC within 10 business days 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
- Record of the operative status of each connector
- Records of maintenance and repairs

#### Task 4.4 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.

For networked chargers, a period in which the charge point's response to the central system's request for notification of operative status indicates that the connector or charge point is in an inoperative state is downtime.

- For example, in OCPP 1.6 intervals when **StatusNotification.req** protocol data unit **Status Field** = 'Unavailable' or 'Faulted' (to the extent that these are related to the inability to dispense energy) **OR errorCode Field** = 'ConnectorLockFailure', 'GroundFailure', 'HighTemperature', 'InternalError', 'OverCurrentFailure', 'OverVoltage', 'PowerMeterFailure', 'PowerSwitchFailure', 'ReaderFailure', 'ResetFailure', or 'UnderVoltage' are "downtime."
- 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. The maximum amount of excluded downtime that may be claimed for each accident, vandalism or theft event is 5 days.
  - **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:** Unforeseeable events that 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 on a calendar year basis as:  
$$\text{Uptime} = \frac{\text{Total Standard Hours of Operation} - \text{Downtime} + \text{Excluded Downtime}}{\text{Total Standard Hours of Operation}} * 100\%$$

## TASK 5 COMMUNITY OUTREACH

The goal of this task is to conduct outreach to help ensure sites are selected to address the needs and inputs of rural community(ies) in low-income communities and/or disadvantaged communities. In addition, outreach will be conducted after Charging Sites are activated to bring attention to the availability of new EV charging in the community.

### The Recipient shall:

- Seek community input, in collaboration with the Mendocino Council of Governments (MCOG), to help determine the best locations for the installation of publicly accessible EVSE. Produce a *Community Input Report* summarizing the input received.
- Hold an event after the Charging Sites are activated, in collaboration with a CBO, to educate residents about the new charging infrastructure and the benefits of driving EVs. Produce *Event Summary Report*, including photographs and number of attendees.
- Post an announcement after Charging Sites are activated through ChargePoint's social media. Submit a *Social Media Post Screenshot* to the CAM.

### Products:

- Community Input Report
- Event Summary Report
- Social Media Post Screenshot

## Task 6 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 quarterly progress reports and the Final Report.

### The Recipient shall:

- For all electric vehicle chargers and charging stations installed on or after January 1, 2024:
  - Comply with recordkeeping and reporting standards as described in CEC's regulations. These requirements are not applicable to those electric vehicle chargers and charging stations installed at residential real property containing four or fewer dwelling units.
  - Comply with all industry best practices and charger technology capabilities that are demonstrated to increase reliability, as described in CEC's regulations.
  - Without limitation to other requirements in this grant agreement, Recipient shall comply with any other regulatory requirements, including but not limited to uptime requirements and operation and maintenance requirements. Such regulatory requirements may, but will not necessarily, be enacted after execution of this grant agreement. Once regulations are final, they will apply to work under this grant agreement irrespective of when finalized. Any

updates to regulations may also be applicable to work under this grant agreement.

- If the Recipient is an electric vehicle service provider or other third-party entity that is not the site host, the electric vehicle service provider or third-party entity shall provide a disclosure to the site host about the site host's right to designate the service provider or third-party as the entity to report the data on behalf of the site host. The Recipient shall verify receipt by signing the disclosure
- Develop a Data Collection Plan for deployed charging equipment.
- Troubleshoot any issues identified.
- Collect and provide the following data, including, but not limited to:
  - 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.
- Collect and provide 12 months of throughput, usage, and operations data from the project including, but not limited to:
  - Number of charging sessions
  - 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 dispensed
  - Types of vehicles using the charging equipment
  - Applicable price for charging, including but not limited to: electric utility tariff, electric vehicle service provider (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, uptime, 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.
- Describe any energy efficiency measures used that may exceed Title 24 standards in Part 6 of the California Code of Regulations.
- Provide data on potential job creation, economic development, and increased state revenue as a result of the project and any 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 collection plan.
- 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 7 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