



**California Energy Commission
February 15, 2023 Business Meeting
Backup Materials for Agenda Item No 03di:
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 ZVI-22-011 with ChargePoint, Inc. for a \$2,000,000 grant to design, build, and operate light-duty EV charging hubs at four project sites in the San Francisco Bay Area, with discounted charging for ride-hailing 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



GRANT REQUEST FORM (GRF)

A. New Agreement Number

IMPORTANT: New Agreement # to be completed by Contracts, Grants, and Loans Office.

New Agreement Number: ZVI-22-011

B. Division Information

1. Division Name: 600 Fuels and Transportation Division
2. Agreement Manager: Taylor Nguyen
3. MS-: 6
4. Phone Number: 916-897-3805

C. Recipient's Information

1. Recipient's Legal Name: ChargePoint, Inc.
2. Federal ID Number: 26-1070576

D. Title of Project

Title of project: Scalable Approach to EV Infrastructure for TNCs in NorCal

E. Term and Amount

1. Start Date: 1/25/2022
2. End Date: 3/30/2026
3. Amount: \$2,000,000

F. Business Meeting Information

1. Are the ARFVTP agreements \$75K and under delegated to Executive Director? No
2. The Proposed Business Meeting Date: 2/15/2023
3. Consent or Discussion? Consent
4. Business Meeting Presenter Name: Taylor Nguyen
5. Time Needed for Business Meeting: 5 minutes
6. The email subscription topic is: Altfuels

Agenda Item Subject and Description:

ChargePoint, Inc. Proposed resolution approving Agreement ZVI-22-011 with ChargePoint, Inc. for a \$2,000,000 grant to design, build, and operate light-duty EV charging hubs at four project sites in the San Francisco Bay Area, with discounted charging for ride-hailing drivers, and adopting staff's determination that this action is exempt from CEQA. (General Fund Funding)
Contact: Taylor Nguyen

G. California Environmental Quality Act (CEQA) Compliance

1. Is Agreement considered a "Project" under CEQA?

Yes

If yes, skip to question 2.

If no, complete the following (PRC 21065 and 14 CCR 15378) and 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 skip to question 2. Otherwise, provide explanation.

2. If Agreement is considered a "Project" under CEQA answer the following questions.

a) Agreement **IS** exempt?

Yes

Statutory Exemption?

No

If yes, list PRC and/or CCR section number(s) and separate each with a comma. If no, enter "None" and go to the next question.

PRC section number: None

CCR section number: None

Categorical Exemption?

Yes

If yes, list CCR section number(s) and separate each with a comma. If no, enter "None" and go to the next question.

CCR section number: 15301, 15303, 15304

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 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 parking facilities. The electric vehicle charging stations will be installed on an existing paved parking lot, connect to existing electrical panels, and will involve negligible or no expansion of use. Therefore, the project falls within section 15301 and will not have a significant effect 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 fast charging equipment to be installed is approximately the size of a gas station gas pump and the level two charging equipment is the size of a parking meter. The equipment will be installed in an existing, paved parking lot. Therefore, the project falls within section 15303 and will not have a significant effect 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 lay two-inch conduit from the existing electrical panel to the charging equipment, totaling approximately 2 cubic feet per foot of distance from the electrical panel, to connect the proposed new electric vehicle charging station equipment to an existing electrical supply panel. The trenching 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.

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

No

If yes, explain reason why Agreement is exempt under the above section. If no, enter "Not applicable" and go to the next section.

Not Applicable

b) Agreement **IS NOT** exempt.

IMPORTANT: consult with the legal office to determine next steps.

No

If yes, answer yes or no to all that applies. If no, list all as "no" and "None" as "yes".

Additional Documents	Applies
Initial Study	No
Negative Declaration	No
Mitigated Negative Declaration	No
Environmental Impact Report	No
Statement of Overriding Considerations	No
None	Yes

H. Subcontractors

List all Subcontractors listed in the Budget (s) (major and minor). Insert additional rows if needed. If no subcontractors to report, enter "No subcontractors to report" and "0" to funds.

Delete any unused rows from the table

Subcontractor Legal Company Name	CEC Funds	Match Funds
TBD Installation Contractor	\$840,170	\$1,849,520
Pacific Gas & Electric Co.	\$195,000	0

I. Vendors and Sellers for Equipment and Materials/Miscellaneous

List all Vendors and Sellers listed in Budget(s) for Equipment and Materials/Miscellaneous. Insert additional rows if needed. If no vendors or sellers to report, enter "No vendors or sellers to report" and "0" to funds. **Delete** any unused rows from the table.



Vendor/Seller Legal Company Name	CEC Funds	Match Funds
TBD Commissioning Vendor	0	0

J. Key Partners

List all key partner(s). Insert additional rows if needed. If no key partners to report, enter “No key partners to report.” **Delete** any unused rows from the table.

Key Partner Legal Company Name
MN8 Energy
Uber Technologies, Inc.

K. Budget Information

Include all budget information. Insert additional rows if needed. If no budget information to report, enter “N/A” for “Not Applicable” and “0” to Amount. **Delete** any unused rows from the table.

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
General Fund	21/22	601.129ZEV	\$2,000,000

TOTAL Amount: \$2,000,000

R&D Program Area: N/A

Explanation for “Other” selection N/A

Reimbursement Contract #: N/A

Federal Agreement #: N/A

L. 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 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



M. Selection Process Used

There are three types of selection process. List the one used for this GRF.

Selection Process	Additional Information
Competitive Solicitation #	GFO-21-601
First Come First Served Solicitation #	Not Applicable
Other	Not Applicable

N. Attached Items

1. List all items that should be attached to this GRF by entering “Yes” or “No”.

Item Number	Item Name	Attached
1	Exhibit A, Scope of Work/Schedule	Yes
2	Exhibit B, Budget Detail	Yes
3	CEC 105, Questionnaire for Identifying Conflicts	Yes
4	Recipient Resolution	No
5	Awardee CEQA Documentation	Yes

Approved By

Individuals who approve this form must enter their full name and approval date in the MS Word version.

Agreement Manager: Taylor Nguyen

Approval Date: 01/23/2023

Office Manager: Mark Wenzel

Approval Date: 01/23/2023

Deputy Director: Melanie Vail

Approval Date: 01/23/2023

Exhibit A SCOPE OF WORK

TECHNICAL TASK LIST

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

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Laura Parsons, Charlotte Goodrich		
2	Rebecca Paruch		MN8 Energy
3	Giampaolo Rizzieri	TBD Design-Build Vendor	MN8 Energy
4	Giampaolo Rizzieri	TBD Design-Build Vendor	
5	Charlotte Goodrich		
6	Charlotte Goodrich		Uber Technologies, Inc.
7	Charlotte Goodrich		
8	Charlotte Goodrich		

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

Term/ Acronym	Definition
DAC	Disadvantaged Community
DCFC	Direct Current Fast Charger
EV	Electric Vehicle
EVSE	Electric Vehicle Supply Equipment
EVSE operator	The business operator of the EVSE at a certain site, whose duties include, but are not limited to collect revenue, including charging fees billed on site; pay the expenses, including electricity; and deal with owner, customers, employees, contractors, bookkeeping, repairs, AHJ, etc.
EVSE owner	The owner of the exact EVSE by manufacturer, model and serial number, plus wiring, supplies, software license, and cloud storage installed on a certain site for which project money was disbursed.
FTD	Fuels and Transportation Division
LIC	Low-Income Community
Recipient	ChargePoint, Inc., the applicant awarded a grant under a CEC solicitation
Site host	The owner of a site where EVSE funded by this grant is installed, or a parking management company.
Site lighting owner	The owner of the light sources impacting the nighttime illumination of the charging dispensers which shall include but is not limited to light fixtures on parking gate, parking kiosk, streetlamps, and light poles, but not neighboring building outdoor light fixtures with no contract to this project.
Uber	Uber Technologies, Inc.

Background

The Budget Act of 2021 (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 August 31, 2021, the CEC released a Grant Funding Opportunity entitled “*Charging Access for Reliable On-Demand Transportation Services (CARTS)*.” This competitive grant solicitation was to fund projects that would support electric vehicle (EV) charging infrastructure for high mileage on-demand transportation services including services such as ride-hailing, taxis, and meal or grocery delivery. The Clean Transportation Program funding was available to fund applications in three regions: Northern California, Central Valley, and Southern California. In response to GFO-21-601, the Recipient submitted application #06 which was proposed for funding in the CEC’s Notice of Proposed Awards on February 14, 2022. GFO-21-601 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:

Passenger vehicles are responsible for approximately 29% of California's greenhouse gas emissions. Within the passenger vehicle sector, ride-hail vehicles are among the most utilized and thus have an outsized impact on greenhouse gas emissions and the criteria air pollutant emissions that disproportionately affect disadvantaged communities. It follows that ride-hail vehicles also have an outsized opportunity to reduce emissions through electrification. However, given the nature of ride-hail work, drivers must have convenient access to fast chargers that enable them to quickly return to their next trip. Furthermore, ride-hail drivers need affordable charging options that make EVs a profitable vehicle choice.

Goals of the Agreement:

The goal of this Agreement is to design, install and operate three fast charging sites, including at least 24 fast chargers, to provide Bay Area ride-hail drivers and vehicles with fast, convenient, and affordable EV charging options.

Objectives of the Agreement:

The objectives of this Agreement are to:

- Install at least 24 fast chargers among three sites in the Bay Area. Each pair of chargers will share 200 kW.
- Optimize fast charger operation to serve ride-hail drivers and vehicles.
- Conduct outreach to introduce Uber drivers to EVs and EV charging.

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 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 at the selected charging sites (and, if applicable, third-party EVSE owners).

The Recipient shall:

- Develop and submit an *Optimal Site Location Heat Map*, using Uber’s heat maps to determine where trips often start and end, and to choose charging sites near those locations.
- Confirm feasibility and costs of installing EVSE at specific sites.
- Develop and submit a *Preliminary Site Layout* for each Charging Site, including but not limited to the following information:
 - Site nickname
 - Site address
 - Site host name
 - Site lighting owner(s) where necessary
 - Name of AHJ for lighting and link to website of illumination regulations (as needed)
 - Site owner name
 - Site operator name
 - Date site contracts signed
 - Owner of the maintenance contract
 - EVSE to be installed:
 - Description
 - Quantity
 - Power levels

- Aerial image and diagram of where EVSE will be installed specific to each site, which also includes an indication of the “customer side of the EVSE” of where nighttime lighting will be needed.
- Site photos
- Site amenities
- Execute an agreement with each site host (and, if applicable, third-party EVSE owner) to install and operate EVSE at the charging site.
- Any site address not currently listed in a Localized Health Impacts (LHI) report associated with this agreement may not commence any work prior to 30 days after posting of an LHI addendum.

Products:

- *Optimal Site Location Heat Map*
- *Preliminary Site Layouts*

TASK 3 DESIGN CHARGING SITES

The goal of this task is to design and permit the Charging Sites. At least 24 DCFCs and 12 Power Blocks will be deployed across three sites. Each Charging Site will include at least two DCFCs sharing at least 200 kW and measures to future-proof the sites.

The Recipient shall:

- Prepare construction drawings for each site to meet the following requirements:
 - Installation of at least two DCFCs that share at least 200 kW; at least one DCFC will offer a CCS1 connector.
 - Installation of extra conduit and switchgear and/or electrical panel sized to accommodate future DCFC additions.
 - Compliance with all relevant federal, state, and local electrical and building codes.
 - Marking any public access parking stalls serving each DCFC as “EV Charging Only” via signage and pavement stenciling.
 - Installation of appropriate bollards or wheel stops to protect DCFCs from vehicle damage.
 - Installation of adequate lighting to ensure DCFCs are lit from dusk until dawn as needed where lighting is not sufficient.
- Develop and submit a *Summary Design Report* for each site that includes but is not limited to:
 - Finalized copies of site designs

Products:

- *Summary Design Reports*

[A CPR meeting is tentatively scheduled to be held during Task 3 and additional CPR meetings may be scheduled by the CAM, as needed.]

TASK 4 BUILD AND ACTIVATE CHARGING SITES

The goal of this task is to build and activate at least three charging sites in accordance with designs submitted in Task 3.

The Recipient shall:

- Finalize all construction drawings and timelines.
- Build Charging Site according to the finalized construction drawings.
- Submit to CAM 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 to CAM *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.
- Coordinate with the relevant electric utility to ensure their equipment will adequately support the charging site and energize the electrical service.
- For each site, within 15 days of first operation, email the CAM a *Site Activation Notification* which shall include, but is not limited to
 - Screenshots of the DCFCs on the ChargePoint network
 - First date of site operation
 - Estimated non-charging parking space count
 - Available power, name of the utility company, and name of tariff
 - Photos of stations
 - List of potential emergency repair services with contact information.
 - A customer service script of *Frequently Asked Questions* (FAQ) that includes, while is not limited to, a site-specific diagram with identity numbers of the EVSE equipment, equipment specification sheets, and naming of all visible accessories.
- Activate DCFCs on the ChargePoint network and ensure stations appear on the ChargePoint website, ChargePoint app, Google Maps, Apple Maps and Alternative Fuels Data Center.
- Develop a training program and submit to CAM *Site Safety Training Slides* about the DCFCs that name all visible accessories and include the customer service FAQ.
 - Train at least 20 EVSE owner employees during at least two appointments per site by video.
 - Train at least 20 site host employees during up at least appointments per site by video.
 - Train at least 20 EVSE Operator's designees during at least two appointments per site by video.

[A CPR meeting is tentatively scheduled to be held during Task 4 and additional CPR meetings may be scheduled by the CAM, as needed.]

Task 4.1 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 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 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 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 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 4.2 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:
Uptime = [Equation]

Products:

- *AB 841 Certification*
- *EVITP Certification Numbers*
- *Site Activation Notifications*
- *Site Safety Training Slides*

TASK 5 OPERATIONS AND MAINTENANCE

The goal of this task is to operate and maintain the EVSE for at least five years, offer customer support, offer multiple payment options to drivers, establish fair pricing policies for the DCFCs, and offer a special discount on charging to TNC drivers and vehicles.

The Recipient shall:

- Ensure all EVSE operate and are accessible to drivers 24/7 for at least five years after each Charging Site is activated.
 - Activate five-year maintenance warranty on EVSE. Upon activation, provide a copy of the *Warranty Documentation* for each site to CAM by email with warranty start date including warranty holder name for each site.
 - Monitor network performance.
 - Ensure EVSE achieves at least 98% annual uptime.
 - Ensure malfunctions and repairs are addressed within 48 hours of initial notice. Dispatch maintenance technicians in a timely manner after a service issue has been reported.
- Ensure drivers can pay via credit or debit card without incurring any additional fees, inconvenience or delays versus other payment methods.
- Ensure subscribers of other EV charging system networks can access the DCFCs.
- Provide 24/7 support to drivers who call the toll-free customer service number posted on the EVSE that assists users with technical issues encountered at the stations.
- Provide “waitlist” software feature through the ChargePoint app to drivers.
- Guide station owners on appropriate pricing policies, taking into account factors such as projected utilization, utility rates, grid impacts, payback periods on capital expenditures, fee structures of DCFCs of similar charging speeds in the region, gasoline prices, and other market conditions.
- For publicly accessible charging sites, establish online enrollment system for TNC drivers to receive discount on standard pricing policies at the Charging Sites and other

sites as described in Task 6, for a 12-month period. Provide CAM with a Discount Program Activation Notice to indicate when enrollment is open to drivers.

- Prepare *Quarterly Stations Operations Reports* mentioning each project site and submit quarterly to the CAM after station commissioning through the term of the agreement. The report will include a summary of uptime measures, calculation of uptime, and number of dispatch events needed during the quarter.

Products:

- *Warranty Documentation*
- *Discount Program Activation Notice*
- *Quarterly Stations Operations Reports*

TASK 6 COMMUNITY OUTREACH

The goal of this task is to conduct outreach to inform current and potential Uber drivers about the benefits of driving EVs, the availability of new DCFCs in their area, and various incentives available for electric vehicles and EV charging.

The Recipient shall:

- Conduct outreach to owners of other charging stations on the ChargePoint network to expand the number of Northern California sites offering discounted charging prices to Uber drivers. Prepare and submit to the CAM a *List of Discount Pricing Sites* with addresses and site features.
- Inform Uber drivers located near the charging sites about the new DCFCs, discounted charging prices, and incentives offered by Uber for driving EVs (such as the Zero Emissions Incentive, Uber Green). Prepare and submit to the CAM an Uber Outreach section of the report that includes, but is not limited to dates, duration, descriptions of activities performed to inform Uber drivers located near the charging sites, and an estimate of the number of drivers contacted.
- Identify at least two ride hailing drivers to feature in Driver Profiles that will feature photos, information, and personal quotes to illustrate individual driver motivations and experiences related to driving electric.
- Publish Driver Profiles on ChargePoint’s web-based platforms. Partner with regional agencies and/or community-based organizations to distribute Driver Profiles to relevant audiences, with a focus on disadvantaged communities and/or low-income communities. Prepare a Driver Profiles section of the report that includes but is not limited to at least 2 profiles with each profile’s release date, web-site link, and the pdf of the content published.
- Give credit to the California Energy Commission funding for this project on publicly published items with the “funded by CEC” logo.
- Administer brief survey to Uber drivers enrolled in charging discount program to understand when they bought their EV, why, whether the charging discount affected the decision, is the EV a profitable vehicle choice, their experiences driving EVs, their car’s range, and their experiences using the DCFCs.

- Develop and submit an *Outreach Summary Report* incorporating the following:
 - List of Discount Pricing Sites
 - Uber Outreach Report
 - Driver Profiles
 - Aggregate summary of survey findings from Uber drivers enrolled in charging discount program.

Products:

- *Outreach Summary 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* and *Monthly Data Collection Progress Reports* for the final 12 months of the data collection period.

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.
- Collect and provide a minimum of 12 months of data on deployed charging equipment, submitted electronically each month in a Monthly Data Collection Progress Report. Data on charging events for deployed infrastructure shall include, but is not limited to:
 - Number of charging or refueling sessions
 - Average charger or refueling station downtime
 - Peak power delivered (kW)

- Duration of active charging, hourly
- Duration of charging session, hourly (such as vehicle parked but not actively charging)
- Average session duration
- Energy delivered (kWh)
- Average kWh dispensed
- Types of vehicles using the charging equipment
- Applicable price to the driver or user for charging
- 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
- Collect and provide the following data to be included in the *Final Report*:
 - Number, type, date and location of chargers or hydrogen refueling stations installed.
 - Nameplate capacity of the installed equipment, in kW for chargers and kg/day for hydrogen.
 - Number and type of outlets per charger.
 - Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing.
 - Total cost per charger or refueling station, the subsidy from the CEC per charger or refueling station, federal subsidy per charger or refueling station, utility subsidy per charger or refueling station, and privately funded share per charger or refueling station.
 - 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.

Products:

- *Monthly Data Collection Progress Report*
- 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*