

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

AGREEMENT

35145

1
2
3 THIS AGREEMENT is made and entered, in duplicate, as of December 11,
4 2018 for reference purposes only, pursuant to Resolution No. RES-18-0180 adopted by
5 the City Council of the City of Long Beach at its meeting on December 4, 2018, by and
6 between CHARGEPOINT, INC., a Delaware corporation ("Contractor"), whose address is
7 254 East Hacienda Avenue, Campbell, California 95008, and the CITY OF LONG BEACH
8 ("City"), a municipal corporation.

9 WHEREAS, Section 1802 of the Long Beach City Charter permits the City to
10 make purchases under the purchasing contracts of other governmental agencies when
11 authorized to do so by a resolution; and

12 WHEREAS, the City desires to purchase equipment and services for the
13 installation and maintenance of up to three hundred (300) electrical vehicle (EV) charging
14 stations; and

15 WHEREAS, the City of Santa Monica, California has a contract for the
16 manufacturing, production and delivery of electric vehicle charging stations, Contract No.
17 10507 ("Santa Monica Contract"); and

18 WHEREAS, Resolution No. RES-18-0180 authorizes the City to purchase
19 equipment and services for the installation and maintenance of 300 EV charging stations
20 by virtue of the Santa Monica Contract;

21 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
22 conditions in this Agreement, the parties agree as follows:

23 1. The Santa Monica Contract with Contractor, attached hereto as
24 Exhibit "A", is incorporated by this reference as if fully set forth, and the same terms and
25 conditions contained in the Santa Monica Contract shall be applicable here except as
26 follows:

27 A. Wherever the Santa Monica Contract refers to the City of Santa
28 Monica, California, it shall be deemed to refer to the City of Long Beach;

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lana Beach, CA 90802-4664

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

B. Contractor shall sell, furnish and deliver to the City equipment and services for the installation and maintenance of 300 EV charging stations of substantially the same type and kind purchased under the Santa Monica Contract, in an amount not to exceed Four Million Two Hundred Thousand Dollars (\$4,200,000), including tax and fees, at the rates or charges shown in Exhibit "B", attached hereto and incorporated herein. To the extent that the Santa Monica Contract and this Agreement are inconsistent, the following priority shall govern: (1) this Agreement and (2) the Santa Monica Contract.

C. Payment for the equipment and services for the installation and maintenance of 300 EV charging stations purchased from Contractor by the City shall be made by the City on delivery to and acceptance of the equipment and services for the installation and maintenance of 300 EV charging stations by the City and submittal of an invoice to the City. Payment is due thirty (30) days after the date of the invoice.

D. The term of this Agreement shall commence at midnight on December 1, 2018, and shall terminate at 11:59 p.m. on December 1, 2023.

E. All warranties shall accrue to the City of Long Beach.

2. Neither this Agreement nor any money that becomes due to Contractor under this Agreement may be assigned by Contractor without the prior written consent of the City Manager or his designee.

3. Any notice given under this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be delivered or mailed to Contractor at the relevant address first stated above, and to the City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice shall be deemed given three days after deposit in the mail.

4. The terms appearing on the Santa Monica Contract are incorporated in this Agreement.

5. Contractor shall cooperate with the City in all matters relating to self-

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

accrual of use tax. Contractor shall contact the City Treasurer for additional information regarding self-accrual.

6. This Agreement and all documents which are incorporated by reference in this Agreement constitute the entire understanding between the parties and supersede all other agreements, oral or written, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

CHARGEPOINT, INC., a Delaware corporation

12-26-18, 2018

By [Signature]
Name Rex S. JACKSON
Title CFO

12-26-18, 2018

Tom Modica
Assistant City Manager

By [Signature]
Name Jonathan Kaplan
Title General Counsel

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

"Contractor"

CITY OF LONG BEACH, a municipal corporation

1/8, 2018⁹

By [Signature]
City Manager

"City"

This Agreement is approved as to form on 12/27, 2018.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT "A"

CONTRACTUAL SERVICES AGREEMENT

This Contractual Services Agreement ("Contract"), entered into this _____ day of _____, 20____ ("Execution Date"), by and between the CITY OF SANTA MONICA, a municipal corporation ("City"), and CHARGEPOINT, INC. ("CPI"), is made with reference to the following:

RECITALS:

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. CPI is qualified to do business, and is doing business, in the State of California. CPI represents it has the background, knowledge, experience and expertise necessary to provide the services set forth in this Contract.
- C. The City and CPI desire to enter into an agreement for the CPI to provide Services to the City as set forth herein, upon the terms and conditions set forth below. "Services" for purposes of this Contract shall mean the manufacturing, production and delivery of electric vehicle charging stations as described in Exhibit A, Scope of Services

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

TERMS AND CONDITIONS

- 1. **Term.** This Agreement begins on the Execution Date and terminates on June 30, 20____, unless sooner terminated in accordance with Section 14.
 - 1.1. **Options to Extend.** The City may, in its sole discretion, elect to extend the term of this Agreement for (4) four one-year periods on the same terms and conditions herein.
- 2. **CPI Services.** CPI will perform all of the Services. CPI will complete the Services in accordance with Exhibit B, Budget.
- 3. **City Services.** The City agrees to:
 - 3.1. Make available to CPI any currently existing documents, data or information required for the performance of the Services.
 - 3.2. Designate a representative authorized to act on behalf of City.
 - 3.3. Promptly examine and render findings on all documents submitted for staff review by CPI.
- 4. **Compensation.** The City will compensate CPI for the Services performed in an amount not to exceed \$106,426 in the first year, and not to exceed \$173,126 over (5) five years, as set forth in Exhibit B.

5. **Invoices.** CPI will invoice the City for the Services in accordance with Exhibit B and the City will pay any undisputed amount within 30 days of receipt.
6. **Notices.** All notices, demands, requests or approvals to be given under this Agreement, must be in writing and will be deemed served when delivered personally, by email, or on the third business day after deposit in the United States mail, postage prepaid, registered or certified, addressed as follows:

6.1 All notices, demands, requests or approvals to the City:

Office of Sustainability & the Environment
City of Santa Monica
1717 4th Street, Suite 100
Santa Monica, California 90401
Attention: Ariana Vito, Sustainability Analyst
Re: Contract No. 10507

with a copy to:

Santa Monica City Attorney's Office
1685 Main Street, Third Floor
Santa Monica, California 90401
Attention: City Attorney
Re: Contract No. 10507

6.2 All notices, demands, requests or approvals to CPI:

ChargePoint, Inc.
254 E. Hacienda Ave.
Campbell, CA, USA
Attention: Jonathan Kaplan
General Counsel
408-841-4500
Re: Contract No. 10507

7. **Independent Parties.** Both parties to this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers of one another. Neither the City nor its officers or employees will have any control over the conduct of CPI or any of CPI's agents, employees, or subconsultants, except as otherwise provided in this Agreement.
8. **Integrated Contract.** This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties. Any preliminary negotiations and agreements of any kind or nature are merged into this Agreement. No oral agreement or implied covenant may be held to vary the provisions of this Agreement. This Agreement may be modified only by written agreement signed by City and CPI, and approved as to form by the City Attorney.

9. **Insurance.** Prior to commencing work, CPI must procure, maintain and pay for insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services by CPI or CPI's agents, representatives, employees or subconsultants for the duration of this Agreement. CPI must obtain insurance that, at a minimum, meets the requirements for insurance set forth in Exhibit C, Insurance Requirements and Verifications.

10. **Defense and Indemnification.**

10.1 CPI agrees to defend, indemnify, protect, and hold harmless the City, its agents, officers, boards and commissions, and employees (collectively, "City") from and against any and all liability, claims, demands, damages, or costs, including but not limited to attorney's fees, or payments for injury to any person or property (collectively, "Losses") caused or claimed to be caused, in whole or in part, by the negligence or willful misconduct of CPI, or CPI's employees, agents, officers, and subconsultants. Notwithstanding CPI's obligation to defend City hereunder, City has the right to conduct its own defense and seek reimbursement for reasonable costs of defense from CPI, if City chooses to do so. Notwithstanding the foregoing, CPI shall not indemnify City for any Losses arising from City's negligence or willful misconduct. CPI shall assume the exclusive defense for any Losses in which it is indemnifying.

10.2 **Enforcement Costs.** CPI agrees to pay any and all costs the City incurs enforcing the indemnity, defense and hold harmless provisions set forth in Section 10.1.

11. **Prohibition Against Transfers.**

11.1 CPI may not assign, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City. Any attempt to do so without the City's consent will be null and void, and any assignee, hypothecatee or transferee acquires no right or interest by reason of such attempted assignment, hypothecation or transfer.

11.2 The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of CPI or of any general partner or joint venturer or syndicate member of CPI, if a partnership or joint venture or syndicate exists, which results in changing the control of CPI, will be construed as an assignment of this Agreement. Control means 50% or more of the voting power of the corporation.

12. **Permits and Licenses.** CPI, at its sole expense, must obtain and maintain during the term of this Agreement all business and professional permits, licenses and certificates necessary for it to conduct its business within the City.

13. **Waiver.** A waiver of any breach of this Agreement may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Agreement.

14. **Default and Termination.**

14.1 If CPI fails or refuses to perform any of the provisions of this Agreement, and if the default is not cured within a period of five days after the City's written notice of default specifying the nature of the default, City may immediately terminate this Agreement by written notice to CPI.

14.2 The City has the option, at its sole discretion and without cause, of terminating this Agreement by giving thirty days' written notice to CPI. Upon termination of this Agreement, City will pay CPI any compensation earned and unpaid up to the effective date of termination.

15. **Compliance with Law.** CPI must comply with all laws of the State of California and the United States, and all ordinances, rules and regulations enacted or issued by City.

16. **Discrimination.** CPI may not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

17. **Nuisance.** CPI may not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

18. **Records.**

18.1 CPI must maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by the City for any services provided where compensation is on the basis of hourly rates, subconsultant costs, or other direct costs. CPI must keep the records, together with supporting documents, separate from other documents and records and maintain them for a period of three years after receipt of final payment.

18.2 CPI must maintain records in sufficient detail to permit an evaluation of the Services and in accordance with generally accepted accounting principles. CPI must clearly identify all records and make them readily accessible to the City. At the City's request, CPI must provide records in an electronic format and, if necessary, access to any proprietary software to view such electronic records.

18.3 CPI must allow the City to have free access to CPI's books and records and to inspect all work, data, documents, proceedings and activities related to this Agreement. The City has the right to examine or audit CPI's records, and CPI agrees to cooperate with any examination or audit of its records.

19. **Work Product; Reports.**

19.1 Any work product prepared or caused to be prepared by CPI or any subconsultant for this Agreement will be the exclusive property of City. No work

product given to or prepared by CPI or any subconsultant pursuant to this Agreement may be made available to any individual or organization by CPI without prior written approval by City.

- 19.2 At the City's request, CPI must furnish reports concerning the status of the Services.
20. **Standard of Care.** CPI agrees to provide all Services, including services performed by any subconsultant, in a manner consistent with the level of care and skill ordinarily exercised by members of CPI's profession currently practicing in the same locality under similar conditions.
21. **Subconsultants.**
- 21.1 If CPI proposes to have any subconsultant perform any part of the Services, CPI must submit a request for approval in writing, describing the scope of work to be subcontracted, the name of the proposed subconsultant, and the total price or hourly rates used in preparing an estimated cost for the subconsultant's services. The City, in its sole discretion, may grant or deny the request.
- 21.2 CPI will be responsible for the quality of any subconsultant's work. Every subcontract or agreement of any kind entered into between CPI and any subconsultant (or between any subconsultant and others) must contain the following provision:
- This agreement is consistent with all terms and conditions of the Agreement No. 10507 (CCS) entered into between the City of Santa Monica and CPI on _____.
22. **Governing Law.** The laws of the State of California, without regard to any choice of law provisions, will govern this Agreement.
23. **Venue and Jurisdiction.** The City and CPI agree that the Services will take place in Los Angeles County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Central District of California, or the Superior Court of California, County of Los Angeles, West District, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.
24. **Survival of Provisions and Obligations.** Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.
25. **Exhibits.** The following exhibits are incorporated by reference into this Contract as though fully set forth herein. In the event of conflict between this Agreement and any

listed Exhibit, this Agreement shall control, except for Exhibit F with regards to the cloud and software services.

- Exhibit A Scope of Services
- Exhibit B Budget
- Exhibit C Insurance Requirements
- Exhibit D Terms and Conditions of Purchase
- Exhibit E Product Warranty
- Exhibit F Master Services and Subscription Agreement

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

CITY OF SANTA MONICA,
a municipal corporation

DENISE ANDERSON-WARREN
City Clerk

By: _____
RICK COLE
City Manager

APPROVED AS TO FORM:

LANE DILG
City Attorney

ChargePoint, Inc.

By: _____
Name: David Adams
Title: VP of Finance

Exhibit A
Scope of Services

Construction

“Services”, “Scope of Work” and “Work” under this Agreement includes the labor, materials and electrical equipment necessary to assemble and install sixteen ChargePoint charging stations, to provide thirty-one (31) available ports as depicted in the attached drawings (SR2293571 Santa Monica - CMC Center EVSE Site Improvements Defined Plan). The product configuration will include Fifteen (15) CPF25-L18-CMK6-PD-DUAL with dedicated dual circuits per dual port charging station and one (1) CPF25-L18-CMK6-PD with a dedicated circuit per single port charging station.

CHARGING UNIT MOUNTING TYPE(S): Sixteen (16) BOLLARDS

PROJECT LOCATION: 333 CIVIC CENTER DRIVE, SANTA MONICA, CA 90401

TOTAL # OF PARKING FOR EV: Thirty one (31)

Includes:

- Verify all make-ready infrastructure work completed by Southern California Edison (SCE) meets manufacturer’s specifications (attached – ChargePoint Make Ready Specification Requirements) prior to delivery and installation of charging units.
- Assembly, Installation and Commissioning of charging unit(s) to meet National Electric Code (“NEC”) requirements.
- Payment of Prevailing Wages to all workers performing work under this agreement.
- Standard 1-year Assure service (warranty)
- Any rentals, if any, to complete the described task(s).
- Perform Site Validation survey (SVS) as required by ChargePoint, Inc. prior to activation of units.

- Standard electrical power consistency evaluation: circuit breaker and electrical panel evaluation.
- Cellular network communications test: test for consistency of cellular signal strength.
- Final installations of charging stations completed to manufactures install specifications (attached - ChargePoint CPF25 install guide)
- Charging station evaluation: consistent voltage, amperage, ground, network communication.
- Fleet Activation: Fleet Application Only - Initial Station Activation & Configuration Service - Activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per port.

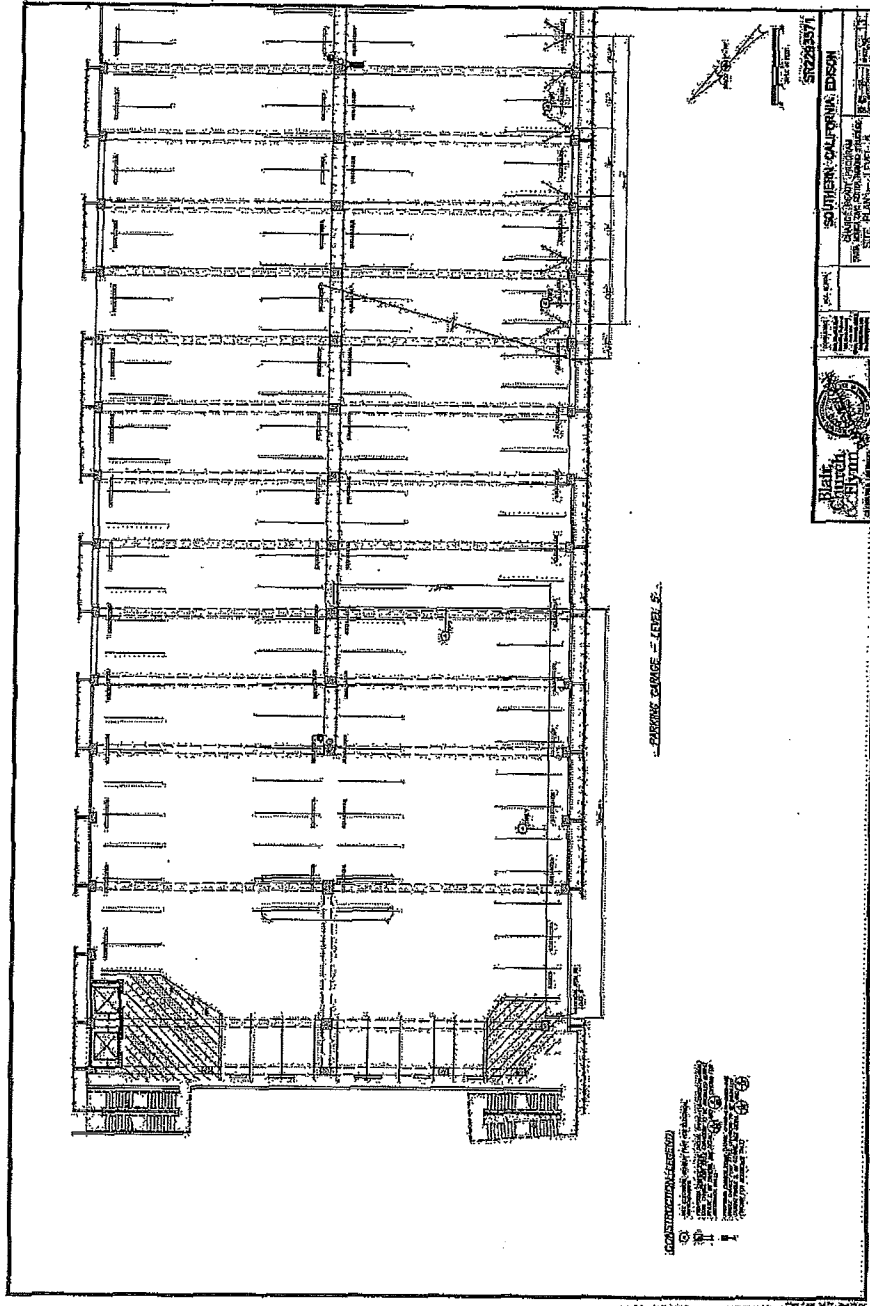
Excludes:

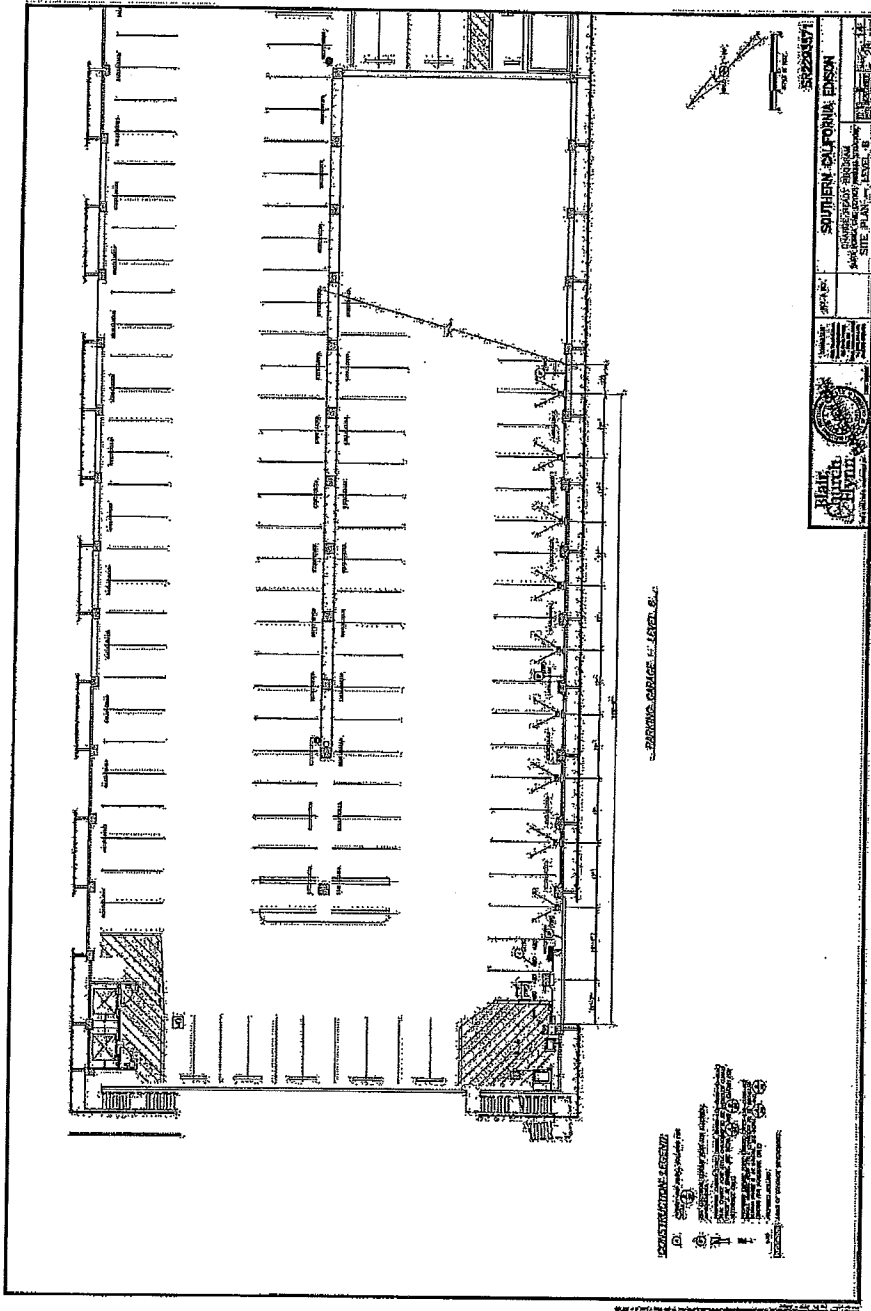
- Any plan checking, permitting acquisitions, plan check fees (if applicable) or man-hours, permitting fees or man-hours, and/or any inspections (man-hours) and required inspection fees required to conduct the scope of work.
- Application/Registration for new utilities or other utility services.
- Any electrical upgrade or modification related to additional electrical capacity for future growth of Electric Vehicle Charging Stations. Electric Vehicle Charging Stations refers to the service equipment that connects directly to the vehicle.
- Supply/installation of cellular signal boosters/repeaters or of materials related thereof
- Any additional (outside the scope of work) circuit breaker installations or upgrades as required per NEC or manufacturer's specifications.
- Notification to tenants or any affected parties of construction and/or power shutdown requirements.
- Any additional branch circuit conductors, Electrical Metallic Tubing (EMT), or any other types of conduit runs over six (6) feet per new charging units installed that may be required for additional power.

- Haul away, transport and disposal/recycling of scrapped and undesired equipment unrelated to the project.
- EV parking signage and/or sign post(s).
- Supply/Installation of sign posts (signage to be mounted on wall or other existing surface).
- The supply or installation of any equipment protection such as bollards, wheel stops, etc.
- Site modifications such as ramping and accessibility path of travel for ADA standards.
- Striping, stenciling, marking for parking spaces.

Exhibit A-1

Location of Proposed Charging Stations





— EXISTING GARAGE — LEVEL 8 —

CONSTRUCTION LEGEND
 ① EXISTING CONCRETE
 ② EXISTING MASONRY
 ③ EXISTING METAL DECKING
 ④ EXISTING WOOD DECKING
 ⑤ EXISTING FLOORING
 ⑥ EXISTING ROOFING
 ⑦ EXISTING PAINT
 ⑧ EXISTING GLASS
 ⑨ EXISTING STEEL
 ⑩ EXISTING BRICK
 ⑪ EXISTING TILE
 ⑫ EXISTING CARPET
 ⑬ EXISTING LAMINATE
 ⑭ EXISTING PLASTER
 ⑮ EXISTING GYPSUM BOARD
 ⑯ EXISTING INSULATION
 ⑰ EXISTING MECHANICAL
 ⑱ EXISTING ELECTRICAL
 ⑲ EXISTING PIPING
 ⑳ EXISTING ROOF STRUCTURE
 ㉑ EXISTING FOUNDATION
 ㉒ EXISTING RETAINMENT WALL
 ㉓ EXISTING CURB
 ㉔ EXISTING DRIVEWAY
 ㉕ EXISTING PAVEMENT
 ㉖ EXISTING LANDSCAPE
 ㉗ EXISTING TREES
 ㉘ EXISTING SHRUBS
 ㉙ EXISTING GRASS
 ㉚ EXISTING SOIL
 ㉛ EXISTING ROCK
 ㉜ EXISTING SAND
 ㉝ EXISTING GRAVEL
 ㉞ EXISTING ASPHALT
 ㉟ EXISTING CONCRETE
 ① EXISTING CONCRETE
 ② EXISTING MASONRY
 ③ EXISTING METAL DECKING
 ④ EXISTING WOOD DECKING
 ⑤ EXISTING FLOORING
 ⑥ EXISTING ROOFING
 ⑦ EXISTING PAINT
 ⑧ EXISTING GLASS
 ⑨ EXISTING STEEL
 ⑩ EXISTING BRICK
 ⑪ EXISTING TILE
 ⑫ EXISTING CARPET
 ⑬ EXISTING LAMINATE
 ⑭ EXISTING PLASTER
 ⑮ EXISTING GYPSUM BOARD
 ⑯ EXISTING INSULATION
 ⑰ EXISTING MECHANICAL
 ⑱ EXISTING ELECTRICAL
 ⑲ EXISTING PIPING
 ⑳ EXISTING ROOF STRUCTURE
 ㉑ EXISTING FOUNDATION
 ㉒ EXISTING RETAINMENT WALL
 ㉓ EXISTING CURB
 ㉔ EXISTING DRIVEWAY
 ㉕ EXISTING PAVEMENT
 ㉖ EXISTING LANDSCAPE
 ㉗ EXISTING TREES
 ㉘ EXISTING SHRUBS
 ㉙ EXISTING GRASS
 ㉚ EXISTING SOIL
 ㉛ EXISTING ROCK
 ㉜ EXISTING SAND
 ㉝ EXISTING GRAVEL
 ㉞ EXISTING ASPHALT
 ㉟ EXISTING CONCRETE

SOUTHERN CALIFORNIA Edison
 COMMERCIAL SERVICE
 SITE PLAN — LEVEL 8

PLAN
DATE: 01/11/11
BY: [Signature]

PROJECT: [Project Name]

SCALE: 1/8" = 1'-0"

APP. NO.: [Number]

APP. DATE: [Date]

APP. BY: [Signature]

APP. TITLE: [Title]

APP. NO.: [Number]

APP. DATE: [Date]

APP. BY: [Signature]

APP. TITLE: [Title]

**Exhibit B
Budget**

Stations				
Product Name	Product Description	Qty	Unit Price	Total Price
CGPW1	The ChargePoint Gateway (US) provides connectivity for CPF25s to ChargePoint's Cloud via a cell to wifi modem. One gateway can provide connectivity up to 9 CPF25 ports that are within 150 feet line of sight of the gateway. A gateway must be ordered for a new site, or if the site exceeds more than 9 ports, or if the CPF25 is installed more than 150 feet from the existing gateway.	4	\$0	\$0
CPF25-L18-CMK6-PD	The CPF25 is a robust, outdoor-rated, single output, 18 foot cable, 208/240, 32A, L2 charger with a pedestal mount option, access control and a 6 foot cable management kit. It is ideal for dedicated fleet or multi-family charging requiring access control and utilization tracking. It operates only with a Fleet or Multi-Family Cloud Services Plan.	1	\$2,936	\$2,936
CPF25-L18-CMK6-PD-DUAL	The CPF25 is a robust, outdoor-rated, dual output, 18 foot cable, 208/240, 32A, L2 charger with a pedestal mount option, access control and a 6 foot cable management kit. It is ideal for dedicated fleet or multi-family charging requiring access control and utilization tracking. It operates only with a Fleet or Multi-Family Cloud Services Plan.	16	\$4,156	\$62,348

Cloud Service Prepaid Plans				
Product Name	Product Description	Qty	Unit Price	Total Price
CPCLD-FLEET-1	1 Year Prepaid Fleet Cloud Services Plan. Includes On-going Station Software OTA updates, 24/7/365 Network Operations & Driver Support, Access Control, Reporting and Analytics, Station Management API use, Usage Analysis API use, Basic Energy Management, Vehicle Management, ChargePoint Fuel Card Service	31	\$205	\$6,355

Services & Support				
Product Name	Product Description	Qty	Unit Price	Total Price
CPF-ACTIVE	Fleet Application Only - Initial Station Activation & Configuration Service - Activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per port.	31	\$75	\$2,325
CPF-ASSURE	Initial 1 year of ChargePoint Assure with successful site validation.	31	\$0	\$0
CT4000-INSTALLVALID	Customer works with their own contractor to perform the all construction to the point where the stations can be bolted down and connected. ChargePoint will engage one of their O&M Partners to install the station on the prepared site and validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that station installation meets all ChargePoint published requirements and local codes. CT4000-INSTALLVALID is priced per CT4000 station. Upon successful Site Validation, your standard first year warranty will be upgraded to Assure.	16	\$1,435	\$22,960

Misc				
Product Name	Product Description	Qty	Unit Price	Total Price
CPF25-CCM	Concrete Mounting Hardware Kit	16.00	\$60	\$960

Quote Total: \$97,876.00
 Estimated Tax: \$6,789.19
 Shipping & Handling: \$1,760.00
 Grand Total: \$106,425.19

	Qty	Price	Total
Cloud Service Prepaid Plan (31 ports)	4 yrs	\$6,355	\$25,420
Assure Warranty & Maintenance Plan (16 stations)	4 yrs	\$2,580	\$41,280

5 Year Total Budget: \$173,125.19

Exhibit C

Contractual Services Agreement Insurance Requirements and Verifications

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Minimum Scope and Limits of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits of no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 00 01 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Workers' Compensation insurance as required by the State of California, with Statutory Limits and Employers' Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease (see footnote #1).
4. **Cyber Liability Insurance,** with limits not less than 1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains higher limits than the minimums shown above, the City of Santa Monica requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Monica.

Other Insurance Provisions

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - a. **Additional Insured Status (CGL):** The City of Santa Monica, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as Insurance Services Office Form CG 20 10 11 85.
 - b. **Primary Coverage (CGL and Auto):** For any claims related to this Agreement, the Contractor's insurance shall be primary as respects the City of Santa Monica, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
 - c. **Notice of Cancellation (all policies):** Each insurance policy required herein shall state that coverage shall not be cancelled except after notice has been given to the City of Santa Monica.
 - d. **Waiver of Subrogation (all policies):** Contractor hereby grants to the City of Santa Monica a waiver of any right of subrogation which any insurer of said Contractor may acquire against the City of Santa Monica by virtue of payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Santa Monica has received a waiver of subrogation endorsement from the insurer.

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Monica. The City of Santa Monica may require the Contractor to purchase coverage with a lower deductible or retention or provide satisfactory proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City of Santa Monica.

Verification of Coverage

Contractor shall furnish the City of Santa Monica with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required herein. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. However, failure to obtain required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including the endorsements required herein, at any time.

Failure to Maintain Insurance Coverage

If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. The City of Santa Monica, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternatively, the City of Santa Monica may purchase such coverage (but has no special obligation to do so), and without further notice to the Contractor, the City may deduct from sums due to the Contractor any premium costs advanced by the City for such insurance.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. All exceptions must be approved in writing by the Risk Manager.

EXHIBIT D

Terms and Conditions of Purchase

EXHIBIT E

Product Warranty

Exhibit F

Master Service and Subscription Agreement

EXHIBIT "B"

Name	Address	# Ports	Use	Start Year	Grant Coverage	Grant Type	Comment
Fleet Yard	2600 Temple Ave Long Beach, CA 90806	35	Fleet	2018	\$1,150,000	SCF, Charger Ready	New Level 2 Chargers, Grant Coverage Estimated
PD Academy	390 Carson Blvd Long Beach, CA 90808	13	Fleet	2018	\$500,000	SCF, Charger Ready	New Level 2 Chargers, Grant Coverage Estimated
Pika	65 S Cedar Ave, Long Beach, CA 90802	21	Public	2018	\$690,000	SCF, Charger Ready	New Level 2 Chargers, Grant Coverage Estimated
Granada Lot	4300 E Ocean Blvd, Long Beach, CA 90803	8	Public	2019	\$0	NA	Existing Infrastructure
First SA Blink Chargers	50 W 6th St, Long Beach, CA 90802	50	Public	2019	\$0	NA	Existing Infrastructure in Most Cases
City Place B	50 W 6th St, Long Beach, CA 90802	2	Public	2019	\$150,000	Cal Energy Commission	Fast Chargers, Grant Coverage is Actual
Aquarium	99 Aquarium Way, Long Beach, CA 90802	2	Public	2019	\$240,000	Cal Energy Commission	Fast Chargers, Grant Coverage is Actual
Pika	65 S Cedar Ave, Long Beach, CA 90802	1	Public	2019	\$80,000	Cal Energy Commission	Fast Chargers, Grant Coverage is Actual
Granada	5100 E Ocean Blvd, Long Beach, CA 90803	2	Public	2019	\$140,000	Cal Energy Commission	Fast Chargers, Grant Coverage is Actual
Nieto	185 Nieto Ave, Long Beach, CA 90803	2	Public	2019	\$140,000	Cal Energy Commission	Fast Chargers, Grant Coverage is Actual
PW Inspector Office	978 W Chester Pl, Long Beach, CA 90813	12	Fleet	2019	\$0	NA	No Infrastructure Existing
Aeronautes Bureau	4100 Donald Douglas Dr, Long Beach, CA 90806	2	Fleet	2019	\$0	NA	Assumed No Infrastructure Existing
El Dorado Park Yard	7550 E Spring St, Long Beach, CA 90815	2	Fleet	2019	\$0	NA	Assumed No Infrastructure Existing
ECDC Department	2350 Redonda Ave Long Beach, CA 90806	2	Fleet	2019	\$0	NA	Existing Infrastructure
Health Department	2525 Grand Avenue, Long Beach, CA 90815	2	Fleet	2019	\$0	NA	Existing Infrastructure
Gas Department	2400 E Spring St, Long Beach, CA 90806	2	Fleet	2019	\$0	NA	Assumed No Infrastructure Existing
Downtown - Unsealbin	Unsealbin	29	Fleet	2019	\$0	NA	Existing Infrastructure in Most Cases
28 Blink Chargers	1400 Canal Ave, Long Beach, CA 90813	3	Fleet	2020	\$0	NA	Assumed No Infrastructure Existing
Crime Lab	1400 Canal Ave, Long Beach, CA 90813	3	Fleet	2020	\$0	NA	Assumed No Infrastructure Existing
PD - East Division	3900 E Willow St, Long Beach, CA 90815	2	Fleet	2020	\$0	NA	Assumed No Infrastructure Existing
PD Field Support	3203 Lakewood Blvd, Long Beach, CA 90808	2	Fleet	2020	\$0	NA	Assumed No Infrastructure Existing
PD Headquarters	400 W Broadway Long Beach, CA 90802	2	Fleet	2020	\$0	NA	Assumed No Infrastructure Existing
Mother's Beach	5839 Appian Way Long Beach, CA 90803	8	Public	2020	\$0	NA	No Infrastructure Existing
Belmont Pier Lot	3998 E Allin St Long Beach, CA 90803	8	Public	2020	\$0	NA	No Infrastructure Existing
Total		227			\$3,100,000		

Convention Center	300 E Ocean Blvd.
Alport	4100 Donald Douglas Dr
Museum of Art	2400 East Ocean Blvd
El Dorado Regional Park Nature	7550 East Spring St
The Pika (Rainbow Bridge Parking)	65 S Cedar Ave
Towne Center Shopping Complex	7575 Carson St
Queen Mary	1126 Queens Highway
City Hall Broadway Parking Structure	332 Broadway
Aquarium of the Pacific	99 Aquarium Way
Admiral Kidd Park	2125 Santa Fe Ave
Park Avenue Parking Lot	189 Park Ave
City Place Parking Structure	50 6th St
Surface Parking Lot	5400 Long Beach Blvd.
Granada Parking Lot	4300-5000 E Ocean Boulevard
Alamitos Parking Lot	780 E Shoreline Drive
Junipero Parking Lot	2100 E Shoreline Drive