

PRODUCT PURCHASE CONTRACT

This Contract is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and BEAM GLOBAL, a California corporation (Contractor), as follows:

1. CONTRACT DOCUMENTS. The "Quote" from the Contractor, and the "General Conditions" for the following: EV ARC CHARGING SYSTEMS are hereby incorporated into and made a part of this Contract and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of SIX HUNDRED THIRTY EIGHT THOUSAND TWO HUNDRED NINE DOLLARS AND ZERO CENTS (\$638,209.00), as set forth in the Quote, the Contractor promises and agrees to furnish or cause to be furnished, in a new and working condition, and to the satisfaction of the City, and in strict accordance with the Specifications, all of the items as set forth in the Contract Documents.

3. PAYMENT. The City accepts the Contractor's Quote as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. The Contractor agrees to accept electronic payment from the City.

4. INDEMNIFICATION: To the furthest extent allowed by law, the Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation expenses, and costs to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or by the willful misconduct, of the City or any of its officers, officials, employees, agents, or volunteers.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

5. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by the City shall be subsequent to that of the Contractor's, and this Contract shall be binding and effective upon execution by both parties.

BEAM GLOBAL, a California Corporation

CITY OF FRESNO,
a California municipal corporation

By: _____

By: _____

Name: _____

Brian Barr, Director
General Services Department

Title: _____
(If corporation or LLC., Board Chair, Pres.
or Vice Pres.)

Dated: _____

Dated: _____

ATTEST:
TODD STERMER, MMC
City Clerk

By: _____

By: _____ Date

Name: _____

Deputy

Title: _____
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Dated: _____

CONTRACTOR:

Beam Global
Attention: Andy Ike
Address: 5660 Eastgate Drive
San Diego, CA 92121
Phone: (858) 790-8140
E-mail: andy.ike@beamforall.com

By: _____

Christine C. Charitar Date
Deputy City Attorney

City address:
City of Fresno
Attention: Clifford Traugh,
Assistant Director
2101 G Street, Bldg. A
Fresno, CA 93706

ATTACHMENTS:

EXHIBIT A: GENERAL CONDITIONS AND INSURANCE REQUIREMENTS
EXHIBIT B: QUOTE

EXHIBIT A

GENERAL CONDITIONS

1. **DEFINITIONS:** Wherever used in the agreement, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- (a) "Bidder" shall mean and refer to each person or other entity submitting a proposal, whether or not such person or entity shall become a Seller by virtue of award of a Contract by the City.
- (b) "City," "Buyer," "Owner," "Vendee" and "City of Fresno" shall each mean and refer to the City of Fresno, California.
- (c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Quote and any addenda thereto, the Agreement and other standard Specifications, City's Specifications and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
- (d) "Contractor," "Seller," "Supplier" and "Contractor" shall each mean and refer to each person or other entity awarded a Contract hereunder and named or to be named in the Agreement with the City to furnish the goods or services, or both, to be furnished under the Contract.
- (e) "Council" and "City Council" shall each mean and refer to the Council of the City.
- (f) "Goods" and "Merchandise" shall each mean and refer to the equipment, material, article, supply or thing to be furnished by the Seller under the Contract.
- (g) "Purchasing Manager" shall mean and refer to the Purchasing Manager of the City.
- (h) "Specifications" shall mean and refer to all of the Contract Documents.
- (i) "Working day" shall mean and refer to City regular business day.

2. INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, CONTRACTOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall

maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONTRACTOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONTRACTOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

1. PRODUCTS LIABILITY INSURANCE: CONTRACTOR shall maintain, and provide the City of Fresno with verification of, manufacturer's products liability insurance policy in excess of \$1,000,000 by providing a certificate of insurance on said Bid Item(s) equipment. Certificates shall be issued by an insurance company meeting the requirements to conduct business in the state of California. City of Fresno is required to be an additional insured with primary and non- contributory coverage in favor of the City on this General Liability Policy.

If scope of work includes delivery or install, the requirements below apply in addition to the above requirements.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with

coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall procure and maintain for the duration of the contract insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

- (i) The insurer shall reduce or eliminate such self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
- (ii) CONTRACTOR shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.

- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured. CONTRACTOR shall establish additional insured status for the City and for all ongoing and completed operations under the Commercial General Liability policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.
- (iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the CONTRACTORS' insurance shall be primary to and require no contribution from the City. The Commercial General insurance policy is required to include primary and non contributory coverage in favor of the City for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. If CONTRACTOR maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by CONTRACTOR.
- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.
- (viii) The Commercial General and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS - CONTRACTOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of**

the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONTRACTOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of CONTRACTOR shall also be required to provide all documents noted herein.

SUBCONTRACTORS - If CONTRACTOR subcontracts any or all of the services to be performed under this Agreement, CONTRACTOR shall be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

3. **WORKMANSHIP GUARANTY:** The workmanship of the goods or services provided to the City by the Contractor will be in accordance with generally accepted standards.

4. **WARRANTY:** For the purchase of equipment and material, the Contractor, unless otherwise provided in the Specifications, shall guarantee all items furnished in accordance with the standard guarantee offered by the manufacturer to cities and consumers of the product. The Contractor shall be responsible for all warranty costs, including the transportation costs to and from the repair station.

5. **CONTRACT DOCUMENTS:** Upon award of the Contract, the Contractor shall execute and submit all required documents to the Purchasing Manager, 2101 G Street, Bldg. A, Fresno, CA 93706 in a form acceptable to the City of Fresno within 15 calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date of Notice of Award.

6. **ASSIGNMENT OF PAYMENT:** Contractor hereby agrees it will not assign the payment of any monies due it from the City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due Contractor directly to Contractor.

7. **PATENTS:** For the purchase of equipment and material, the Contractor shall hold the City of Fresno, its officers and employees, harmless from any and all liability for damages arising out of the use of any patented material, equipment, device or process incorporated into or made a part of or required by the manufacturer's specifications to be used on or in connection with the material, equipment or supplies purchased by the City pursuant to these Specifications, and Contractor agrees, by submission of a proposal hereunder, to defend the City, at Contractor's sole expense, in any action or suit for damages or injunctive relief on account of any allegedly unauthorized use of or infringement of patent rights on any patented material, equipment, device or process, if

the City is named as a defendant in any such action or suit.

8. OSHA COMPLIANCE: For the purchase of equipment and material, the items covered by this Contract must conform with the Safety Orders of the State of California, Division of Industrial Safety, pursuant to the California Occupational Safety and Health Act, and the Federal Standards established by the Occupational Safety and Health Act of 1970, and their present and future amendments during the term of this Contract. In the event of a conflict between such Safety Orders and Federal Standards, the items shall conform to the respective Order or Standard which is more restrictive.

9. RECYCLING PROGRAM: In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

(i) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(ii) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(iii) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

10. DELIVERY AND EXTENSIONS: Unless otherwise provided in the Quote, delivery shall be made F.O.B. the specified place of delivery within the City of Fresno or environs.

If Contractor is delayed making delivery by any conditions or events beyond the reasonable control of Contractor and without its fault or negligence such as acts of God or the public enemy, acts of City in its contractual capacity or otherwise, illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, illegal general lockouts or other defensive action by employers, whether general or by organizations of employers, fires, floods, epidemics, quarantine restrictions, and delays of common carriers; Contractor shall have no claim for damages against City for any such cause of delay, but shall in such cases be entitled to such extension of time as shall reasonably compensate for actual loss of time occasioned thereby, upon application to said City Manager for such extension; provided, that no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager in writing, of the condition or event which is expected to cause a delay in delivery and the actual or estimated number of days of delay anticipated on account thereof, within one week after the commencement or occurrence of the condition or event. Contractor shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Purchasing Manager of the cessation of such occurrence. The decision of said City

Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, shall be given in writing to Contractor.

11. PAYMENT: Unless otherwise provided in the Quote, payment of the Contract price shall be made by City to Contractor in lawful money of the United States by warrant of City issued and delivered to Contractor in the ordinary course of City business promptly after completion of delivery of the specified item(s) and their acceptance by City.

12. TERMINATION FOR CONVENIENCE: The City reserves the right to terminate this Contract upon 60 calendar days prior written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

13. TERMINATION FOR NON-PERFORMANCE: If Contractor shall (i) materially breach any of its obligations under this Contract (including, without limitation, the failure to meet quality standards or to complete delivery, within the time specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract), and (iii) fail to commence and diligently pursue reasonable efforts to cure such breach within 5 calendar days after written notice by the City specifically describing the breach; the City Manager or his/her designee, acting for and on behalf of the City, may at any time after the expiration of the time for delivery, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such items or service to be furnished which have not been delivered or accepted prior to such termination. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or his/her designee, which notice shall be deemed to have been received by Contractor, if mailed, within forty-eight hours to Contractor's address as contained in the Contractor's Quote or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

The Contractor may terminate this Contract if City materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within 30 calendar days after written notice by the Contractor specifically describing the breach. Such termination shall be effective upon receipt by City of written notice of termination from Contractor, which notice shall be deemed to have been received by City, if mailed, within forty-eight hours to City's address as contained on the signature page of the Contract or, if personally delivered, upon the delivery thereof to the authorized representative of City or to City's said address.

14. NOTICES: Except as otherwise expressly provided in the Quote, any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth in the Quote in the case of the Contractor and at the address set forth on the signature page of the Contract in the case of the City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner

above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. BINDING: Subject to the following section, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. ASSIGNMENT: The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale or subcontracting by the Contractor, its successors or assigns, shall be null and void unless approved in writing by the City.

17. COMPLIANCE WITH LAW: In providing the services required under this Contract, Contractor and its subcontractors shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Contract.

18. WAIVER: The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. HEADINGS: The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

20. SEVERABILITY: The provisions of this Contract are severable. The invalidity, or unenforceability of any one provision in this Contract shall not affect the other provisions.

21. INTERPRETATION: The parties acknowledge that this Contract in its final form is the result of the combined efforts of the parties and that, should any provision of this Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Contract in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

22. ATTORNEY'S FEES: If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

23. EXHIBITS: Each exhibit and attachment referenced in this Contract is, by the reference, incorporated into and made a part of this Contract.

24. CUMULATIVE REMEDIES: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

25. NO THIRD PARTY BENEFICIARIES: The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties other than expressly identified within this section. The parties do intend that in the event that the State of California is funding the purchase hereunder, that the State of California be a third party beneficiary under this Contract and all rights, interest and benefits of this Contract accrue to the State.

26. FUNDING: This Contract is contingent on the appropriation of funds by City. Should funds not be appropriated, this Contract may be terminated by City upon prior written notice to Contractor notwithstanding any other provision of these General Conditions.

27. GOVERNING LAW AND VENUE: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties hereunder shall be Fresno County, California.

28. EXTENT OF CONTRACT: Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

29. MODIFICATIONS AND CHANGE ORDERS: This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor in accordance with City's current applicable contract change order resolution, as may be revised. The City reserves the right to add, modify or delete items from the Contract. Any such changes shall be made only by means of a formal change order signed by both the City and the Contractor.

Beam EV ARC™ Proposal via Federal GSA Contract #47QSWA21D0006

Customer Details

Quote Number	00001886	Contact Name	Cliff Traugh
Created Date	9/9/2025	Title	Fleet Business Manager
Customer Name	City of Fresno	Email	clifford.traugh@fresno.gov
		Phone	(559) 621-1150

Billing and Shipping

Bill To Name	City of Fresno	Ship To Name	City of Fresno
Bill To	2600 Fresno Street Fresno, CA 93721	Ship To	2101 G Street Building F Fresno, CA 93706

Your Clean Mobility Expert

Prepared By	Andy Ike	Phone	(858) 790-8140
Email	andy.ike@beamforall.com		

EV ARC™ Product Description

The patented EV ARC™ charging system is the world's first and only fully autonomous, transportable, solar-powered electric vehicle charging system. Designed, engineered and manufactured in the U.S., the EV ARC™ system measures 7.5' x 18' at the base and fits inside a standard parking space, without reducing available parking, while being ADA compliant.

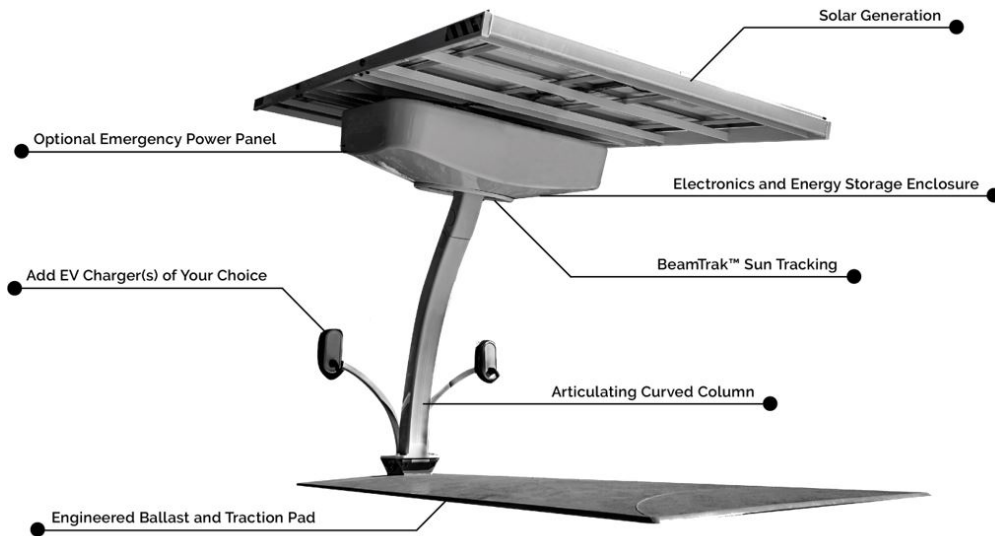
EV ARC™ systems are capable of generating and storing enough clean, solar electricity to charge up to 265 e-miles in a single day. Thanks to its battery storage, it can charge electric vehicles day or night, or even during periods of cloudiness, and is also an excellent source of emergency/alternative power. The electricity produced is clean and renewable, reducing 100% of greenhouse gas emissions from ICE vehicles and electric vehicles powered from the utility grid.

The EV ARC™ is deployed in minutes without any construction or electrical work and does not require civil or electrical engineering, foundations, trenching, electrical connections or upgrades. It will produce energy reliably and consistently but will not generate a utility bill or fail to operate because of a black out or other utility grid failure. It's no wonder that Google, the City of New York, the State of California and many others across the U.S. and internationally trust the EV ARC™ product line to charge their electric vehicles.



Your EV ARC™ system is an American-made product and will be fabricated in our San Diego, California facility.

EV ARC™ Diagram



EV ARC™ Pricing

Product	Product Code	Product Description	Quantity	List Price	Total Price
EV ARC™ Base Model	ARC-BASE	The EV ARC™ 2020 solar EV charging system generates and stores its own clean electricity with a 4.3kW solar array and 20kWh expandable battery storage, and includes: patented BeamTrak™ solar tracking, wind-rating of up to 160mph, 5-year Warranty, and 10-Year Remote Monitoring & Management System (RMMS). Not sold as a standalone item. Customer-identified Level 2 EV charger, sold separately, to be qualified by, and integrated at the Beam Global factory. Integration services quoted separately. SINs #335999, 3361E, 335911; includes 2% GSA Contract discount.	7.00	\$66,444.00	\$465,108.00
Open Market Line Item - AssetWorks Energy Platinum 40amp Single Port Wall Mount Networked Charger		AssetWorks Energy Platinum 40amp Single Port Wall Mount Networked Charger with one J-1772 plug with Level 2 charge rate output of up to 5.76 kW. Includes 2% GSA Contract discount.	14.00	\$2,842.00	\$39,788.00
Open Market Line Item - AssetWorks CMS RFID Access Control Key Fob (10pk, green)		AssetWorks CMS RFID Access Control Key Fobs enable and control access to AssetWorks Energy Platinum 40amp Single Port Wall Mount Networked Charger. 10-Pack. Includes 2% GSA Contract discount.	2.00	\$98.00	\$196.00
Battery Boost	BOOST40	Boost 40. Upgrade to 40 kWh of battery storage, enough energy to provide approximately 120 e-miles of vehicle range, for a total EV ARC 2020 range of up to 265 e-miles. Must be purchased with EV ARC 2020 unit. SINs #335999, 3361E, 335911; includes 2% GSA Contract discount.	7.00	\$9,821.56	\$68,750.92

Totals

Shipping & Handling is FOB Destination and includes Beam Team performing un-load / un-stow of equipment. Customer may need a 12K capacity forklift onsite upon delivery; to be determined when delivery date is scheduled.

Total Price	\$573,842.92
Shipping and Handling	\$16,450.00
Tax	\$47,915.88
Grand Total	\$638,208.80
Expiration Date	9/26/2025
Notes	- Shipping rate of \$32,900 discounted 50% to \$16,450
	- PO must be received on or before September 26, 2025
	- Product delivery must be accepted on or before September 30, 2025



IMPORTANT: To receive the Federal GSA 2% discount applied in this quote, please include the following wording on your purchase order: This order is placed under GSA Schedule number 47QSWA21D0006 under the authority of the GSA Disaster Purchasing program. The products and services purchased will be used in preparation or response to disasters or recovery from major disaster declared by the President, or recovery from terrorism or nuclear, biological, chemical, or radiological attack.

Visit the website for [more information on state and local government disaster purchasing](https://www.gsa.gov/buy-through-us/purchasing-programs/gsa-multiple-award-schedule/schedule-buyers/state-and-local-governments/state-and-local-disaster-purchasing)
<https://www.gsa.gov/buy-through-us/purchasing-programs/gsa-multiple-award-schedule/schedule-buyers/state-and-local-governments/state-and-local-disaster-purchasing>

Applicable sales tax will be billed upon invoicing
Payment Terms: Net 30 days

Financing and Leasing programs available. Ask your Beam sales representative for additional information.

GSA MAS Schedule Contract Link

https://www.gsaadvantage.gov/advantage/ws/search/advantage_search?q=0:247QSWA21D0006&db=0&searchType=1