



WILMA QUAN
City Manager

January 27, 2020

RE: FLEET000700304

Dear Pacific Gas and Electric Company,

We have worked together and agreed on a contract for the EV Fleet Program. Under this program the City of Fresno commits to the purchase 14 electric transit vehicles by 2024 and PG&E will provide "make ready" infrastructure work, provides behind-the-meter construction incentives, and EVSE rebates.

We plan to purchase the vehicles during the following timeline:

Year	Vehicle Count	Vehicle Type
2020	2	Transit Bus (Public)
2021	1	Transit Bus (Public)
2022	7	Transit Bus (Public)
2023	2	Transit Bus (Public)
2024	2	Transit Bus (Public)
Total	14	

In support of this program, FAX has already secured grant funding for several electric buses.

FAX has been awarded by Federal Transit Administration (FTA) to purchase two zero electric buses which will cover 83% of the anticipated acquisition costs. We are currently working with Proterra to purchase the vehicles to be delivered according to the schedule above. The balance of the acquisition is funded through a local match.

Additionally, FAX has been awarded by State of California Transit and Intercity Rail Capital Program (TIRCP) for the purchase of six electric buses which will cover 90% of the anticipated acquisition costs. The balance of the acquisition is funded through a local match. FAX has also received SB1 funding to cover the purchase of one electric bus which will cover 100% of the anticipated cost.

FAX has applied for a federal Congestion Mitigation and Air Quality (CMAQ) grant for two electric buses which will cover 88% of the anticipated acquisition costs. We

City of Fresno

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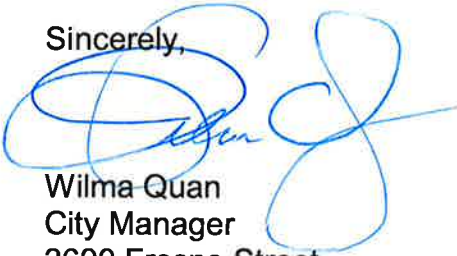
expect to receive a decision on the award of this grant in the spring of 2020. FAX is aggressively pursuing additional grant funding in order to fulfill our commitments to PG&E and in support of the California Air Resource Board (CARB) 2040 ZEB mandates.

Finally, we will be soliciting a five year requirements contract for the purchase of ZEB electric buses in support of this program, current grant commitments and future grant opportunities.

By signing the Contract you issued, I understand that in accordance with the section titled '**Vehicle Purchase Plans**', we are responsible for realizing the number and type of EV Fleet vehicles that have been indicated in Exhibit A of the aforementioned Contract regardless of the decision of granting agencies.

If I do not purchase the number of vehicles stated in the section above, PG&E in its sole discretion may require me to reimburse PG&E for costs incurred by PG&E associated with PG&E's reliance on my commitment to install infrastructure such as costs of equipment, site design and installation.

Sincerely,



Wilma Quan
City Manager
2600 Fresno Street
Wilma.Quan@fresno.gov
(559) 621-7770



January 16, 2020

City of Fresno-Fresno Area Express (FAX)
2223 G Street
Fresno, CA 93706

RE: FLEET000700304

Dear Brian Barr,

Congratulations! We are pleased to extend **City of Fresno-Fresno Area Express (FAX)** an invitation to join PG&E's EV Fleet Electrification program. Upon your completion of the action items below, we will move your project into the design phase and begin the engineering, design and construction plans for **2223 G Street, Fresno, CA 93706**. Please note, future changes to the project scope may change your eligibility for the program.

Included in this contract are the following items:

- Offer description
 - Rebate and/or incentive description
 - Preliminary design
- EV Fleet Program Terms and Conditions ("Contract")

Immediate action items:

- **Sign and return Contract**
- **Provide purchase order (as defined, below) for vehicles**

By signing this Contract, I hereby confirm my participation in PG&E's Fleet Electrification program and acknowledge that:

- I agree to the minimum number of charging ports and charger location specified in the attached preliminary design;
- Upon execution of this Contract, PG&E will begin incurring design fees and costs as my project moves forward;
- If I withdraw from the program prior to the site being activated, then PG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of this Contract including, but not limited to, design cost, site walk costs, etc.;
- PG&E will conduct a comprehensive design site walk;
- If the existing infrastructure or physical site or equipment is substantially different than anticipated or described, then PG&E will make reasonable effort to redesign the project in a manner acceptable to both parties, but reserves the right to cancel my participation in the program;
- If I do not submit required documentation (signed easement; etc.) in a timely manner, then PG&E may grant extensions by request but reserves the right to waitlist my application and/or cancel my participation in the program; and
- My EV Charger meets the Safety Checklist requirements and has networking protocols. I agree to ensure that EVSE network connectivity is in good condition for least five years from the date of activation.

Offer Description

After careful consideration of the project costs and scope of work, PG&E has determined you are eligible for the **Make-Ready Incentive option**. PG&E will design, construct, own and maintain EV supply infrastructure to the meter only. **City of Fresno-Fresno Area Express (FAX)** will design, build, own, operate, and maintain the behind the meter make-ready infrastructure, hereafter referred to as customer-owned make-ready infrastructure. PG&E provides an incentive that is equal to the lesser amount of either 80% of the customer-owned make-ready infrastructure costs or the incentive cap, as described below, on a per vehicle basis.

Along with the make-ready incentive option, you are eligible for a rebate of up to **\$126,000**. Below is a summary of the qualified allowance under the make-ready incentive:

EV Supply Infrastructure Incentive		
Applies to Site Hosts who pay for, own, and maintain EV Supply Infrastructure.		
Vehicle Type	Incentive	# of Vehicles
Transit bus or Class 8 vehicle	\$9k per vehicle	14 Transit Buses (Public Use)
Vehicle Type (Total)	Incentive (Total)	
Total	Lesser amount of either 80% of the customer-owned make-ready infrastructure costs or the incentive cap, as described above, on a per vehicle basis	14 vehicles x \$9,000 Incentive per vehicle = \$126,000 Total for the whole offer

Please note, in all instances, you will be responsible for procuring and installing all charging stations. PG&E will not own and maintain any facilities installed by the customer and those facilities will be the responsibility of the customer.

EV Charger Rebate

You also qualify for a rebate of up to **\$350,000** capped at 50% of the purchase cost, for qualified EV Supply Equipment (EVSE or "EV Charger") for your fleet.

EVSE Rebate		
Applies to transit buses, school buses, or Premises in a Disadvantaged Community.		
Power output	Rebate	# of EVSE
51kW to up to 125kW	50% of the cost of EVSE, up to \$25,000 per EVSE	14 Chargers
Power output (Total)	Rebate (Total)	Max Allowance (Total)
51kW to up to 125kW	50% of cost, up to allowance	14 Chargers x \$25,000 = \$350,000 for the whole offer

***As a reminder, to participate in the EV Fleet program, your EV Charger at a minimum must meet our Safety Checklist requirements. In addition, to qualify for the above rebate, the EV Charger must at least meet the following network communications requirements:**



- Electric Vehicle Supply Equipment (EVSE) SHALL have metering capability through an internal device and SHALL be able to measure power and usage parameters to enable reporting of the metrics in the Contractor Requirement section.
- After loss of power, provided the EVSE connector to vehicle has not been removed, the EVSE SHALL return to its post-configuration state (i.e., SHALL persist communication and registration configurations. This does not include continuing user sessions when authorization is required to start a session).
- EVSE SHALL provide a reset option, which returns the device to its pre-charge state (e.g., card or message- not user accessible).

Preliminary Design



Next Step:

Please note that you will need to provide a purchase order (PO) for a minimum of 2 vehicles for the Contract to be counter-signed by PG&E. A PO is any documentation of clear intent to procure and deploy vehicles, e.g. budget approval, grant agreement, request for proposal results, governance-body mandated procurement and deployment etc., in lieu of an actual purchase order provided by a seller.



***Pacific Gas and
Electric Company***

Clean Energy Transportation
Pacific Gas and Electric Company
77 Beale Street
San Francisco, CA 94105

We respectfully request that you return your signed contract as soon as possible. After we receive your signed contract, I will introduce you to your Project Manager, who will lead you through the design and construction process for your site.

Thank you for your participation in this exciting program! You're taking an important step to support California's ambitious climate and air quality goals, and we appreciate that you've elected to work with PG&E to electrify your fleet.

Please contact me if you have any questions.

Regards,

Dean Kunesh

Dean Kunesh | Electric Vehicle Onboarding
Pacific Gas and Electric Company
415.238.9934 cell | D1KB@pge.com





EV Fleet Program Terms and Conditions ("Contract")

Definitions

As used in this Contract, the following terms have the following meanings:

Disadvantaged Community: Census tracts in PG&E's service territory with a top quartile score according to California Environmental Protection Agency's CalEnviroScreen 3.0, or current version.

EV Service Connection: Traditional utility infrastructure from the utility distribution system to the meter, which may include but is not limited to cable, conductors, conduit, transformers and associated substructures from the utility distribution system. Also referred to as "To The Meter" (TTM) infrastructure.

EV Supply Infrastructure: Infrastructure from the meter ("but not including the meter") to the parking space, this may include an electrical panel, cable and conduit necessary to deliver power to the parking space. Also referred to as "Behind The Meter" (BTM) infrastructure.

Electric Vehicle Supply Equipment (EVSE): Equipment used for charging EVs. The conductors, including the ungrounded, grounded, and equipment grounding conductors, the electric vehicle chargers, connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatuses installed specifically for the purpose of delivering energy from the Premises wiring to the electric vehicle.

EVSE Package: EVSE hardware, software, and network services.

EV Service Provider (EVSP): A company that provides EV charging solutions to Site Host, including but not limited to network services, billing, and customer support.

Operation and Maintenance (O&M): O&M includes, but is not limited to, network fees, resetting of breakers, replacement of parts, and associated services necessary to keep the EVSE and/or EV Supply Infrastructure operational.

Premises: Premises includes all of the real property and apparatus employed in a single enterprise on an integral parcel of land undivided, excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions, by a dedicated street, highway or public thoroughfare or railway. Automobile parking lots constituting a part of and adjacent to a single enterprise may be separated by an alley from the remainder of the Premises served. All Premises must be reviewed by PG&E to determine where service could be provided and at what cost. PG&E may agree to include some or all of the Premises in the EV Fleet Program. Multiple Premises may be listed in Exhibit A.

Rate Plan: The PG&E electric rate that Site Host pays for using EVSE. Detail on PG&E rates and eligibility criteria can be found at www.pge.com/tariffs.

Site Host: The entity participating in the EV Fleet Program that owns, leases or manages the Premises where the EVSE Packages are installed. The Site Host is also the customer of record for PG&E. Site Host will receive the bill for the energy delivered to the EVSE Package.



Specific Terms

Acknowledgement and Term: All parties agree to abide by the terms and conditions of this Contract for participation in the EV Fleet Program (part of California Public Utilities Commission, or "CPUC", Decision Number 18-05-040 issued May 31, 2018), including all requirements included by reference. The duration of this Contract (the "Term") will commence on the date Site Host's EVSE Package becomes operational and will continue in effect for ten (10) years thereafter (unless otherwise earlier terminated pursuant to the terms herein). PG&E will inform Site Host in writing when the EVSE Package becomes operational.

Ownership: Site Host has two options for ownership of EV Supply Infrastructure. Ownership of other components is listed below for reference. Sections in this Contract labeled "Site Host Owned EV Supply Infrastructure" or "PG&E Owned EV Supply Infrastructure" will apply depending on the ownership option a Site Host selects. Site Host should indicate their ownership option in Exhibit A. All other terms are common to both ownership options.

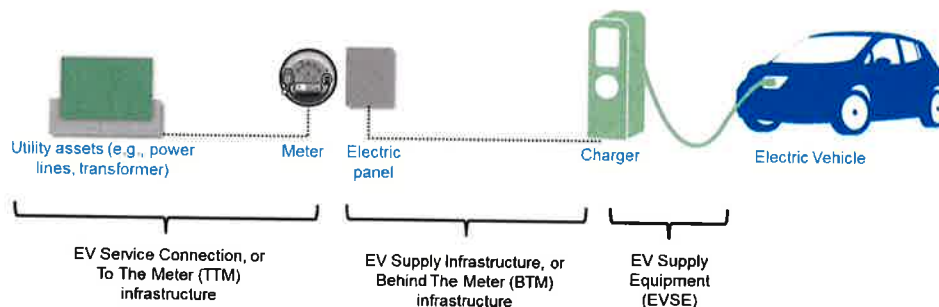
EV Service Connection: PG&E always constructs, owns, operates, and maintains the EV Service Connection.

EV Supply Infrastructure: Site Host has two options for EV Supply Infrastructure ownership;

1. PG&E owned: PG&E constructs, owns and maintains the EV Supply Infrastructure. PG&E covers costs in accordance with CPUC requirements.
2. Site Host owned: Site Host is responsible for construction and maintenance of EV Supply Infrastructure, and receives an incentive in accordance with CPUC requirements.

EV Supply Equipment (EVSE): Site Host always installs, owns, operates, and maintains the EVSE.

High level EV infrastructure configuration and terminology



Selection of EVSE Package: Upon approval of application by PG&E, Site Host shall select and procure one EVSE Package from the PG&E approved list of qualified vendors. PG&E will share qualified vendor list with Site Host. Site Host shall install, operate and maintain the number and type of the EVSE Package, associated equipment and signage as selected by Site Host and approved by PG&E. Site Host acknowledges that PG&E makes no representations regarding manufacturers, dealers, contractors, materials or workmanship of the EVSE Package. Site Host agrees that PG&E has no liability whatsoever concerning the quality and safety of such EVSE Package. At PG&E sole discretion, Site Host may use an EVSE Package that is not on the approved list of qualified vendors. If EVSE Package is not on the approved list of qualified vendors, EVSE Package must be compliant with minimum requirements. These minimum requirements are attached to this Contract, as applicable. Site Host agrees to provide all information requested by PG&E about non-approved EVSE Packages, including but not limited to technical and safety specifications.

EVSE Rebate: Site Host may qualify for a rebate of EVSE, in accordance with the CPUC requirements. Rebate amounts will vary in accordance with the CPUC requirements. Rebates will be paid after (1) Site Host provides proof of purchase of EVSE Package, (2) at PG&E discretion PG&E inspects the installation of the EVSE and the physical location, and (3)



the EVSE is operational.

Additional Services from EVSP: Separate and apart from the application and PG&E's obligations under the EV Fleet Program, the EVSP selected by Site Host may offer and contract directly with the Site Host to provide any additional or complementary services, as long as these services do not interfere with the objectives of the EV Fleet Program as fully described in the CPUC decision. The costs of additional EVSP services, and any cost related to O&M of any additional EVSP services, will not be borne by PG&E, unless they are complementary services necessary to support the EV Fleet Program objectives and are approved by PG&E in writing.

EV Drivers Right to Access: Site Host shall not restrict access to or use of the EVSE for reasons including, but not limited to, race, color, religion, age, sex, national origin, ancestry, physical or mental disability, or any basis prohibited by applicable law. However, Site Host may decide to make the EVSE available only to its employees or tenants; under the terms of the EV Fleet Program, Site Host decides whether to make the EVSE available to other 3rd parties.

Accessibility Requirements: The installation of the EVSE and EV Service Connection is required to comply with the Americans with Disabilities Act (ADA) and California Building Standards. Site Host understands and accepts that such standards may impact parking layouts and reduce the number of non-accessible parking spaces available. Site Host understands and accepts that changes to initial design representations may occur during the design, construction and operational phases of the EVSE as may be dictated by design constraints, by law or regulation or by local jurisdictional authorities.

Easement Requirement: An easement may be required to maintain PG&E owned facilities. PG&E will use existing easements when possible to minimize encumbrances on Site Host property. If a new easement is required, access rights will follow standard utility requirements for providing electrical service. PG&E will determine if a new easement is required when Site Host application is evaluated, and will communicate that to Site Host. If Site Host does not wish to grant an easement for one or more Premises, Site Host or PG&E may remove those Premises from the EV Fleet program. If Site Host accepts easement requirement, Site Host agrees to grant PG&E an easement for the installation of EV Service Connection and EV Supply Infrastructure. If the EV Service Connection must cross property owned by a third party to serve Site Host, PG&E may, at its option, install such EV Service Connection after appropriate rights of way or easements, satisfactory to PG&E, are obtained without cost to PG&E. Site Host agrees to sign and return easement to PG&E within 30 days of receipt. If the Site Host does not respond within 30 days, PG&E reserves the right to rescind Site Host's participation in the EV Fleet Program. Upon termination of the Contract, PG&E shall upon written demand therefor execute and deliver to Site Host a good and sufficient quitclaim of said easement and right of way or such portion thereof conveyed in this document, at Site Host expense.

EVSE O&M: The Site Host is required to maintain the EVSE for the Term. Site Host will pay all O&M costs associated with the EVSE. Site Host shall maintain a consistent uptime at the direction of PG&E for EVSE installed. Site Host shall maintain the common area improvements immediately surrounding the EVSE in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EVSE. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance on PG&E owned infrastructure. PG&E will use reasonable efforts to notify Site Host in advance of interruptions to service, planned maintenance, and physical access to Premises. Site Host will immediately shut down chargers if there is a safety issue.

Billing: Site Host will be the PG&E customer of record and will be served according to the applicable Rate Plan. As the customer of record, Site Host will be responsible for paying the PG&E bill.

Compensation: Under no conditions shall Site Host or EV Drivers receive compensation of any kind (including but not limited to: cash, in-kind services, or otherwise) for any duties or requirements provided for in this Contract or for participation in any way as part of the EV Fleet Program, including but not limited to: easements, use of data for lawful purposes, loss of business activity during construction or maintenance activities, or any other inconvenience or loss, without limitation, related to participation.



Changing Rate Plan: Site Host may change Rate Plan during the Term, but must remain on a retail PG&E rate for the duration of the Term. If Site Host switches to a non-retail PG&E rate during the Term, Site Host shall bear the full cost and sole expense, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation.

Reliability: PG&E does not guarantee uninterrupted service. Site Host may pursue options to ensure that any impact to Site Host operations from potential loss of power is sufficiently mitigated. Site Host is responsible for the cost of any supplemental solutions to improve reliability.

Expansion of EVSE Installation: Site Host may add more charging ports to their installation in the future, in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Site Host must coordinate with PG&E prior to any approved installation extension. Any installations or related work performed outside of EV Fleet program will be at Site Host's expense and its liability.

EVSE Replacement: Site Host may replace their EVSE during the Term. Site Host must notify PG&E ahead of replacement to ensure infrastructure can accommodate the additional load and new EVSE complies with necessary CPUC requirements for program. If adequate infrastructure does not exist, Site Host must request increased capacity in accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Any replacements will be at Site Host's expense and its liability.

Vehicle Purchase Plans: PG&E will work with Site Host to understand its fleet electrification plans, and may install infrastructure to support future vehicle purchases. In Exhibit A, Site Host will provide the number, type, and charging levels of electric vehicles that will be used at the Premises over time to justify the requested infrastructure. At PG&E discretion, during the Term PG&E may request evidence that Site Host is operating these vehicles and associated charging in accordance with its plan. If Site Host is not operating vehicles consistent with its plan, at PG&E discretion Site Host may be responsible for PG&E costs associated with installing the excess infrastructure. This includes costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as costs of equipment, site design and installation. Site Host may, at any time within the Term request from PG&E projected and final costs associated with this. If Site Host wishes to change its plan, Site Host must provide a modified plan to PG&E. This modified plan must be mutually agreed upon by PG&E and Site Host.

Project Scope: Site Host acknowledges that:

- Site Host agrees to the high-level project scope listed in Exhibit A;
- Upon execution of this Contract, PG&E will begin incurring design fees and costs as Site Host project moves forward;
- If Site Host withdraws from the program, then PG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of this Contract including, but not limited to, design cost, site walk costs, etc.;
- PG&E will conduct a site walk;
- If the existing infrastructure or physical site or equipment is substantially different than anticipated or described, then PG&E will make reasonable effort to redesign the project in a manner acceptable to both parties, but reserves the right to cancel Site Host participation in the program; and
- If Site Host does not submit required documentation (e.g., signed easement if needed) in a timely manner, then PG&E may grant extensions by request but reserves the right to waitlist Site Host application and/or cancel participation in the program.

External Funding Sources: Site Host understands that the total infrastructure and EVSE rebate and incentive amounts the Site Host receives from all sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer or otherwise, cannot exceed Site Host's total cost of purchasing the EVSE, installing the EVSE, and constructing the EV Supply Infrastructure.

Site Host agrees to keep records of all infrastructure and EVSE incentives and rebates received for Site Host's EV Fleet project. Site Host understands that PG&E may request and review said records up to one year after project completion date. If rebates and incentives received exceed incurred project cost, PG&E may inform all other funding sources, which



may include but is not limited to, utilities, state programs, manufacturer, retailer or other, of the violation, including the name of the Site Host, a description of the project, and details regarding the excessive rebates and incentives.

Site Host Owned EV Supply Infrastructure Section

EV Supply Infrastructure Incentive: Site Host qualifies for an incentive towards the cost of EV Supply Infrastructure if they choose to own and maintain the EV Supply Infrastructure. Incentive amounts will vary in accordance with the CPUC requirements. Incentive will be paid after (1) Site Host provides proof of actual EV Supply Infrastructure construction cost, (2) EV Supply Infrastructure construction is complete, (3) the EVSE is operational.

Installation of EV Service Connection: PG&E and/or its contractors shall design and construct the EV Service Connection in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements. Site Host is responsible for providing all disclosures, including but not limited to hazardous materials, located at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to Site Host prior to preparation of easement for Site Host review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection as needed. It will be the Site Host's responsibility to provide a preliminary design of the EV Supply Infrastructure and associated electrical loads, so that PG&E can provide the associated EV Service Connection design. PG&E and Site Host will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Site Host. After the EVSE is operational, Site Host may request a copy of "as built" designs, which will be provided by PG&E.

Installation of EV Supply Infrastructure: The Site Host and/or its contractors shall construct the EV Supply Infrastructure and EVSE, in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements; including PG&E requirements found at www.pge.com/greenbook. The Site Host is responsible for (i) the costs to construct the EV Supply Infrastructure, (ii) the purchase of the EVSE Package, and (iii) installation of the EVSE. After the EVSE is operational, Site Host receives incentive for EV Supply Infrastructure in accordance with terms of this Contract.

EV Supply Infrastructure O&M: If Site Host owns the EV Supply Infrastructure, Site Host is responsible for O&M of the EV Supply Infrastructure for the Term. Site Host will pay all O&M costs associated with the EV Supply Infrastructure. Site Host shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Site Host in advance of interruptions to service, planned maintenance, and physical access to Premises.

Access to Site Host's Premises: PG&E shall at all times have the right to enter and leave the Site Host's Premises for any purpose connected with the furnishing of electric service to the EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Site Host does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Service Connection until access is granted. PG&E will work closely with Site Host to ensure this access does not unreasonably interfere with Site Host's property or operations.

End of Term: At the end of the Term, the Site Host will have the following options;

1. Continue operating EVSE and EV Supply Infrastructure
 - o Site Host has continued responsibility for O&M of EVSE and EV Supply Infrastructure.
 - o If an easement was required for installation, easement remains in place.
 - o PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16.
2. Stop operating EVSE and EV Supply Infrastructure



- Remove the EVSE and/or EV Supply Infrastructure at Site Host's cost and expense.
- If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
- PG&E will require access to any energized PG&E facilities. If EV Service Connection serves other load or assets, for example building load or solar, PG&E continues to own EV Service Connection and will treat this under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and abandon facilities in place.

PG&E Owned EV Supply Infrastructure Section

Installation of Equipment: PG&E and/or its contractors shall design and construct the EV Service Connection and EV Supply Infrastructure in compliance with the terms of this Contract, as well as all applicable local, state and federal laws and regulatory requirements. Site Host is responsible for providing all disclosures, including but not limited to hazardous materials, located at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to Site Host prior to preparation of easement for Site Host review and approval; such approval will not unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection and EV Supply Infrastructure as needed. After Site Host approval of the preliminary design, PG&E will coordinate with the Site Host if there are any proposed material changes. A final design with no material changes from the agreed upon design, will be provided by PG&E prior to any installation activities. PG&E and Site Host will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Site Host. An estimated installation schedule shall be provided by PG&E after execution of required easement and timely selection of EVSE Package. Should the installation schedule require modification, PG&E shall notify Site Host within a reasonable amount of time of such changes. PG&E is responsible for the costs to construct the EV Supply Infrastructure. The Site Host is responsible for (i) the purchase of the EVSE Package and (ii) installation of the EVSE. Upon completion of installation of the EVSE, the Site Host understands and acknowledges that it will be responsible for the O&M of the EVSE installed through the EV Fleet Program. After the EVSE is operational, Site Host may request a copy of "as built" designs, which will be provided by PG&E.

EV Supply Infrastructure O&M: If PG&E owns the EV Supply Infrastructure, PG&E is responsible for O&M of the EV Supply Infrastructure for the Term. PG&E will pay all O&M costs associated with the EV Supply Infrastructure. Site Host shall maintain the common area improvements immediately surrounding the EV Supply Infrastructure in good condition, ordinary wear and tear excepted, and will promptly notify PG&E of any problems it is aware of related to the EV Supply Infrastructure. Such maintenance by Site Host of the immediately surrounding common areas shall include, but not be limited to, pavement maintenance and snow removal services, if applicable. Uninterrupted service is not guaranteed, and PG&E may interrupt service when necessary to ensure safety or to perform maintenance. PG&E will use reasonable efforts to notify Site Host in advance of interruptions to service, planned maintenance, and physical access to Premises.

Access to Site Host's Premises: PG&E shall at all times have the right to enter and leave the Site Host's Premises for any purpose connected with the furnishing of electric service to the EV Supply Infrastructure and EV Service Connection (meter reading, inspection, testing, routine repairs, replacement, maintenance, vegetation management, emergency work, etc.) and the exercise of any and all rights secured to it by law, or under PG&E's applicable tariff schedules. If Site Host does not grant PG&E reasonable access to the Premises, then PG&E may deenergize the EV Supply Infrastructure or EV Service Connection until access is granted. PG&E will work closely with Site Host to ensure this access does not unreasonably interfere with Site Host's property or operations.

End of Term: At the end of the Term, the Site Host will have the following options;

1. Continue operating EVSE
 - Site Host has continued responsibility for O&M of EVSE.
 - If an easement was required for installation, easement remains in place.



- PG&E continues to own EV Service Connection and EV Supply Infrastructure, and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16.
- 2. Stop operating EVSE
 - Remove the EVSE at Site Host's cost and expense
 - If an easement was required for installation, PG&E will deliver a quitclaim for the easement and the easement will be removed.
 - PG&E will require access to any energized PG&E facilities. If EV Service Connection and/or EV Supply Infrastructure serves other load or assets, for example solar, PG&E continues to own EV Service Connection and/or EV Supply Infrastructure and will treat these under the standard provisions of CPUC filed tariffs such as Electric Rule 16. If EV Service Connection and/or EV Supply Infrastructure serves only the EVSE installed under this Contract, PG&E will deenergize EV Service Connection and EV Supply Infrastructure and abandon facilities in place.

General Terms

Permission to Use Data: Site Host agrees to allow PG&E, its agents and representatives to use data gathered as part of the EV Fleet Program for use in regulatory reporting, ordinary business use, industry forums, case studies or other similar activities, in accordance with applicable laws and regulations.

Representations: Site Host understands that its participation in EV Fleet Program shall not be construed as creating any agency, partnership, or other form of joint enterprise between the Site Host, PG&E, or their affiliates, contractors, vendors, representatives or designees nor create any obligations or responsibilities on their behalf except as may be expressly granted in writing, nor make any representations of any kind to this effect. Site Host represents and warrants that it is either (i) the fee title owner and has the ability to grant an easement (if required), or (ii) it is the authorized manager of the proposed EV Fleet Program site working with the fee title owner, it has the power, authority and capacity to bind itself to undertake the EV Fleet Program terms and conditions and to perform each and every obligation required of Site Host, and such fee title owner has the ability to grant an easement (if needed).

Changes: PG&E may initiate changes to the EV Fleet Program as necessary to comply with CPUC directives. PG&E shall endeavor to provide Site Host with advance notice of any such changes. Site Host has the option to opt out of the Program subject to section "Site Host Removal or Termination" below.

Compliance with Laws: All parties shall comply with all applicable federal, state, and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the EV Fleet Program and/or Site Host's interactions with customers in connection with the EV Fleet Program.

Failure to Comply with Terms and Conditions: Without limitation, and to the greatest extent allowed by law, PG&E and Site Host reserve the right to seek damages and recovery for losses incurred due to any breach of this Contract on the part of Site Host or PG&E, whether intentional or unintentional.

Relocations: Should Site Host request relocation of EVSE or parts thereof, such relocation shall be per mutually agreeable terms and shall be at sole expense of Site Host and in accordance with any EV Fleet Program requirements, laws, regulations or other applicable jurisdictional requirements. Additionally, if applicable and requested by PG&E, Site Host shall either amend the easement to include the legal description of the new location or enter into a new easement with PG&E.

PG&E Termination or Suspension: PG&E may terminate, or for any duration suspend, Site Host's participation in the EV Fleet Program, with or without cause, at any time, and for any reason, with reasonable advance notice. Such reasons may include but are not limited to: failure to provide or maintain terms of easement, failure to abide by EV Fleet Program terms and conditions, permitting issues, exceptional installation costs, environmental concerns, or any other reason(s) not in the best interests of the EV Fleet Program or PG&E's ratepayers.

Site Host Removal or Termination: Should Site Host request removal or termination of EVSE or parts thereof prior to expiration of the Term, then Site Host shall bear the full cost and sole expense of such removal as well as all fees and costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation. Site Host may, at any time within the Term request from PG&E projected and final costs associated with such a removal request. Such costs will include all amounts paid by PG&E, divided equally over a ten-year period (e.g., if amounts total \$100k and Site Host leaves after 1 year it is responsible for \$90k). If the Site Host wishes to assign its rights and obligations of this Contract to a new Site Host prior to the expiration of the Term, the new Site Host may assume all rights and obligations for the remaining Term with PG&E consent. Such consent not to be unreasonably withheld.

Indemnification: While PG&E or its vendor/subcontractor is constructing the EV Service Connection and EV Supply Infrastructure, and only as to those areas that PG&E or its vendor(s)/subcontractor(s) have control of the premises for that work, (PG&E Construction Phase), PG&E shall indemnify, hold harmless and defend Site Host, its agents and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability which arise from any: (i) injury to or death of persons, including but not limited to employees of PG&E or Site Host; or (ii) injury to property or other interests of PG&E, Site Host, or any third party; arising from PG&E's or its vendor/subcontractor's negligence or willful misconduct to the extent permitted by law.

Other than items covered by the PG&E Construction Phase, Site Host shall indemnify, hold harmless and defend PG&E and its employees from and against all claims, demands, losses, damages, costs, expenses, and liability which arise from any: (i) injury to or death of persons, including but not limited to employees of PG&E or Site Host; or (ii) injury to property or other interests of PG&E, Site Host, or any third party; arising from Site Host's negligence or willful misconduct to the extent permitted by law.

PG&E represents and warrants that it has indemnification language in its contract with any third party who PG&E may send to perform work on Site Host's physical site. PG&E agrees to work closely with Site Host on any concerns that may arise related to the party who will perform work on Site Host's physical site.

Insurance Requirements: Site Host shall procure, carry and maintain the following insurance coverage and Site Host is also responsible for its Subcontractors maintaining sufficient limits of the appropriate insurance coverage and endorsements as required below:

A. Personal Liability

1. The limit shall not be less than One Million Dollars (\$1,000,000) each occurrence for bodily injury, property damage and personal injury.
2. Coverage shall: a) By "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the 'Site Host'; b) Be endorsed to specify that the 'Site Host' insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

B. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, where Site Host performs Work.
2. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death in each accident.
3. The coverage of PG&E and the City of Fresno will both include a waiver of subrogation against the other as work performed under this agreement.

C. Commercial General Liability



1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions.
2. The limit shall not be less than \$1,000,000 each occurrence for bodily injury, property damage and personal injury.
3. Coverage shall: a) by "Additional Insured" endorsement add as insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of or connected with the Work performed by or for the Site Host. (ISO Form CG2010 or equivalent is preferred.) In the event the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's additional insured requirement: "PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Site Host are additional insureds under a blanket endorsement."; b) be endorsed to specify that the Site Host's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

D. Documentation Requirements

1. Site Host shall have all insurance in place before beginning any Work. Upon request, Site Host shall furnish PG&E with certificates of insurance, declaration pages and endorsements (collectively, "Documentation") of all required insurance. Documentation shall be signed and submitted by a person authorized by that insurer to issue certificates of insurance and endorsements on its behalf
2. The insurer shall deliver notification to PG&E in accordance with the policy provisions if any of the above-described policies are cancelled before the stated expiration date
3. PG&E may inspect the original policies in Section A or B or require copies, at any time. Site Host/Owner may redact non-essential exposure information from copies.
4. The minimum liability insurance requirements established in this Contract are not a representation by PG&E that the insurance limits are sufficient, nor do these requirements in any way limit Site Host's liability under this Contract.
5. Upon request, Site Host shall furnish PG&E the same evidence of insurance for its Subcontractors as PG&E requires of Site Host.

Casualty: If all or any portion of the EVSE on the Premises are damaged or destroyed by fire or other casualty which materially and adversely affects the operation of the EVSE (any such occurrence, a "**Casualty**"), Site Host shall have the right to terminate this Contract by written notice to PG&E in which event this Contract shall terminate on the date that is 10 days after the date of Site Host's termination notice and PG&E may elect to remove or replace the EVSE from the Premises. In the event of any Casualty which materially and adversely affects the operation of the EVSE, PG&E shall have the right to terminate this Contract by written notice to Site Host within 14 days after the Casualty, in which event this Contract shall terminate on the date that is 10 days after the date of PG&E's termination notice and PG&E may elect to remove or replace the EVSE from the Premises.

Dispute Resolution: After attempting in good faith to resolve a dispute, a party may request mediation by written notice to the other Party. The mediation shall be conducted by a mutually-agreeable mediator with appropriate experience. All negotiations and any mediation conducted pursuant to this provision are confidential and shall be treated as compromise and settlement negotiations, to which Section 1119 of the California Evidence Code shall apply, and Section 1119 is incorporated herein by reference.

No Partnership: This Contract shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Contract render PG&E and Site Host liable as partners, co-venturers or principals.

Enforceability: If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction, PG&E and Site Host shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.



Integration: This Contract, including all items incorporated herein by reference, constitutes the entire agreement and understanding between the parties as to the subject matter of the Contract. It supersedes all prior or contemporaneous agreements, commitments, representations, writings, and discussions between parties, whether oral or written, express or implied, that relate in any way to the subject matter of this Contract. This Contract has been induced by no representations, statements or agreements other than those expressed herein. Neither party shall be bound by any prior or contemporaneous obligations, conditions, warranties or representations with respect to the subject matter of this Contract.

Survival: The provisions of this Contract which by their nature should survive expiration, cancellation or other termination of this Contract, including but not limited to provisions regarding warranty, indemnity, insurance, confidentiality, document retention, business ethics and availability of information, shall survive such expiration, cancellation or other termination.

Notice: Any and all notices shall be in writing and addressed to the parties at the addresses specified below or such other addresses as either party may direct by notice given in accordance with this section, and shall be delivered in one of the following manners: (i) by personal delivery, in which case notice shall be deemed to have been duly given when delivered; (ii) by certified mail, return receipt requested, with postage prepaid, in which case notice shall be deemed to have been duly given on the date indicated on the return receipt; or (iii) by reputable delivery service (including by way of example and not limitation Federal Express, UPS and DHL) which makes a record of the date and time of delivery, in which case notice shall be deemed to have been duly given on the date indicated on the delivery service's record of delivery.

If to PG&E:

Pacific Gas and Electric Company
Attn: EV Fleet Program Manager
77 Beale St
San Francisco, CA 94105
Email Address: EVChargeNetwork@pge.com

If to Site Host:

_____(Company Name)
_____(Street Address)
_____(City, zip)
_____(Name)

The Parties have executed this Contract on the dates indicated below, to be effective upon the later date.

City of Fresno

Company Name
Wilma Chen

Signature
Wilma Chen

Print Name
City Manager

Title
1/27/20

Date

PACIFIC GAS AND ELECTRIC COMPANY

Signature

Print Name

Title

Date



EXHIBIT A

PROJECT SCOPE
2223 G Street, Fresno CA 93706
Summary (Year 1 = year contract signed)

Description	Year 1 2020	Year 2 2021	Year 3 2022	Year 4 2023	Year 5 2025	Total
# of vehicles	2	1	7	2	2	14
Anticipated load (kW)	51 to 125 kW	51 to 125 kW	51 to 125 kW	51 to 125 kW	51 to 125 kW	
# and type of vehicle	2 Transit Buses	1 Transit Bus	7 Transit Bus	2 Transit Bus	2 Transit Bus	14 Transit Buses
# and type of chargers to support vehicles	2 @ 51 to 125 kW	1 @ 51 to 125 kW	7 @ 51 to 125 kW	2 @ 51 to 125 kW	2 @ 51 to 125 kW	1,750 kW Max