

WCCTAC FY 2019 TFCA FUNDING AGREEMENT

ATTACHMENT A PROJECT INFORMATION

1. Project Number: 19CC01-EV01
2. Project Sponsor: City of San Pablo
3. Project Title: San Pablo City Hall Electric Vehicle Charging Station Project
4. Project Description: Project Sponsor shall install and operate two (2) dual-port B2323 charging stations at 1 workplace facility in San Pablo.
5. Project Goal: The goal of this Project is to reduce motor vehicle emissions by providing electric vehicle charging stations, thereby reducing motor vehicle emissions.
6. Project Operational Period: Three (3) years from the date all of the charging stations have been placed into public service. All charging stations shall be fully accessible, functional, and operational throughout the Project Operational Period.

7. Project Schedule:

<u>Milestone</u>	<u>Date</u>
Project Starts	December 1, 2018
All funded equipment installed and placed into service, start of Project Operational Period	By February 29, 2020
End of the Project Operational Period	By February 29, 2023

8. Special Conditions:
 - A. Project Sponsor shall maintain the charging stations properly and guarantee that the stations are accessible and serviceable during normal business hours for at least 90 percent of the calendar days during each calendar year.
 - B. Project Sponsor shall use only State of California-licensed engineers and contractors to perform the Project work.
 - C. Project Sponsor shall site, construct, install, maintain, and operate any services, equipment, or infrastructure paid for with TFCA Program funds in accordance with the respective manufacturer's specifications, all applicable state, federal and local laws and regulations including compliance with all applicable requirements of the Americans with Disabilities Act (ADA).

- D. Project Sponsor shall allow WCCTAC or its authorized representatives to collect and share usage information about the Project.
- E. If Project Sponsor seeks to amend this Agreement, in no event shall the amended start date of the Project Operational Period commence after January 31, 2022.
- F. Project Sponsor shall provide all of the information necessary about the funded charging stations to the US Department of Energy in order for the stations to be listed on their Alternative Fuel Data Center within 30 days but no later than 90 days from the date the charging stations are placed into service. WCCTAC will not pay invoices until the listing for each funded station has been verified.
- G. For Projects that receive funding from another source (e.g., California Energy Commission, NRG, PG&E), Project Sponsor is required to provide documentation along with invoice that adequately demonstrates the charging station(s) installed as part of this Project will result in surplus emission reductions that are beyond what is required by regulations, settlement, local ordinances, and other legally binding obligations.

ATTACHMENT A

TABLE 1: APPROVED FACILITY LOCATION(S) AND EQUIPMENT TO BE INSTALLED

Facility ID: 19CC01-EV01 Address: 1000 Gateway San Pablo, CA 94806 Facility Type: Workplace			
Equipment to be installed:			
Qty	Description	Max TFCA Award	Usage requirements
2	Dual-port level 2 (high) Charge Point Pedestal (Capable of an output rating of 6.6 KW or higher)	\$3000/each, \$6000 total	14,400 kWh

ATTACHMENT B
PROJECT BUDGET AND PAYMENT PROCESS

1. Total Project Cost: \$26,067.45.

The Total Project Cost is the sum of the Eligible Costs that are listed in Section 4 of Attachment B. The Total Project Cost does not include any Project or other cost that the District does not approve as an Eligible Cost.

2. Matching Funds: The Project Sponsor is responsible for all project costs that are not covered by the TFCA Funds Awarded.
3. TFCA Funds Awarded: WCCTAC will provide TFCA Program funds for this Project in an amount not to exceed \$6000 or 75% of the actual total project cost, whichever is lower. If the Project Sponsor modifies or reduces the scope of the project, WCCTAC will recalculate the TFCA Funds Awarded, not to exceed a maximum of 75% of the actual total cost for the project: Attachment A, Table 1 shows how TFCA Funds Awarded are distributed to the project.
4. Eligible Costs: Eligible Costs may only be incurred on or after the Effective Date of this Agreement and prior to the date all funded equipment is installed and placed into service and must be directly and solely related to the implementation (site preparation, installation and construction) of the Project. For the purposes of determining eligibility of Project costs, the date for equipment costs incurred shall be the date the Project Sponsor submits a signed purchase order or other document that commits the order, and for direct labor costs incurred shall be the date such services were rendered.

Eligible Costs include:

- A. Costs for the purchase of equipment and material(s) (i.e., charging station hardware, electrical panels, transformers and other materials) including tax, and shipping fees;
- B. Equipment rental costs (i.e., dump truck, concrete road paver, and other equipment) including tax, and shipping fees;
- C. Documented labor charges (salaries, wages, and benefits);
- D. Contractor labor charges; and
- E. Permit fees.

Costs that are not included in the list above are not Eligible Costs, for example:

- A. Costs related to maintenance, repairs, rehabilitation, or upgrades;
- B. Costs related to any other work performed or equipment purchased that is not required for the Project.
- C. Operating costs (e.g., salaries after the Project is open for public use, ongoing training/support, advertising, and rent/leases);
- D. Planning activities or feasibility studies; and
- E. Indirect and administrative costs.

5. Invoice and Payment Schedule: The Project Sponsor shall submit a single invoice (Final Invoice) along with the Expenditure Report as specified in Attachment C. The Final Invoice shall include:
 - A. The Project Number;
 - B. An itemized list of all expenses incurred by the Project Sponsor, specifying which are Eligible Costs and dates labor was performed and equipment was purchased;
 - C. The total funds being requested;
 - D. Supporting documentation of Project Sponsor's payments made for goods and services incurred, such as copies of receipts for services paid; invoices from vendors, consultants, or contractors, with an explanation of the goods or services provided for the Project; and time sheets documenting hourly labor costs incurred. WCCTAC will not process the Final Invoice until all current Project reporting obligations are fulfilled.

ATTACHMENT C MONITORING OF PROJECT PERFORMANCE

(Note: The section numbers shown in parentheses below refer to sections in the Funding Agreement.)

1. Semi-annual Reports: The Project Sponsor shall submit Semi-annual Reports to WCCTAC summarizing Project progress.

Due Dates: Beginning sixty (60) calendar days after the Effective Date, every April 15 and October 15 until the Expenditure Report has been submitted.

2. Expenditure Report: The Project Sponsor shall submit Expenditure Report to WCCTAC.

Due Date: By April 30, 2020 and following the start of the Project Operational Period.

The Expenditure Report shall include the following information:

- A. A table that shows the address of each approved Facility and the following information for each of the TFCA-funded chargers by Facility: date construction was completed; date charger was placed into service; dates and time charger is open for use by the public (e.g., employees, residents); and the pricing structure (\$ per kWh, flat fee per use, etc.).
 - B. A discussion of any pertinent issues or problems experienced with the project to date.
 - C. Documentation that the Project Sponsor has acknowledged WCCTAC, the Air District, and CCTA as a Project funding source, such as photographs of the charging station(s) with agencies' logos attached; documentation of use of the agencies' logos on promotional materials, brochures, handbooks, and maps that promote or inform the public about the Project services; and copies of press releases and newsletter articles related to the Project.
 - D. A statement confirming that information about the funded stations have submitted and are listed on the US Department of Energy's Alternative Fuel Data Center.
3. Final Report: The Project Sponsor shall submit the Final Report to WCCTAC. The Final Report shall include the same information listed above under Annual Reports and must be received by WCCTAC by April 30, 2023 and following the end of the Project Operational Period.

ATTACHMENT D INSURANCE REQUIREMENTS

Verification of Coverage

Project Sponsor shall provide, and require any sub-awardee to provide, WCCTAC certificates and/or other evidence of the insurance coverage required below. WCCTAC reserves the right to require Project Sponsor to provide complete, certified copies of any insurance offered in compliance with these specifications. Certificates, policies and other evidence provided shall specify that the WCCTAC shall receive thirty (30) calendar days advanced notice of cancellation from the insurers.

The Project Sponsor may submit evidence that listed insurance is not required for the Project or provide evidence of self-insurance acceptable to WCCTAC in lieu of these requirements.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. WCCTAC may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

Minimum Scope of Insurance

Throughout the Project Operational Period, Project Sponsor shall obtain and maintain in full force and effect the insurance as set forth below and shall require any third to obtain and maintain in full force and effect the insurance as set forth below. Project Sponsor must initial next to each checked insurance requirement to confirm understanding and Agreement with the applicable Project insurance requirements:

1. Liability Insurance

- ✓ Corporations/Private and Public Entities - a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of the vehicles, engines or equipment operated by the Project Sponsor.

2. Property Insurance

- ✓ Repower and New Vehicle/Equipment Purchase - in an amount of not less than the insurable value of Project Sponsor's vehicles, engines or equipment funded under the Agreement of which this Attachment is a part, and covering all risks of loss, damage or destruction of such vehicles, engines or equipment.

3. Workers Compensation Insurance

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- ✓ Workers Compensation Insurance - as required by California law and employers' liability insurance with a limit not less than \$1 million.