

CONTRACT SERVICES AND LICENSE AGREEMENT

By and Between

CITY OF CARSON

and

CSG EV LLC

**AGREEMENT FOR CONTRACT SERVICES AND LICENSE
BETWEEN THE CITY OF CARSON AND
CSG EV LLC**

THIS AGREEMENT FOR CONTRACT SERVICES AND LICENSE (herein “Agreement”) is made and entered into this ____ day of _____, 2022 by and between the City of Carson, a California municipal corporation (“City”) and CSG EV LLC, a Delaware limited liability company (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services and completion of the Project defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services and complete the Project.

C. Pursuant to the City of Carson’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services and completion of the Project defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good

quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant for completion of the Project and performance of the Services the amount specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Zero Dollars (\$0.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. Additionally, City and Consultant agree to provide or cause to be provided, as the case may be, the rebates, reimbursements, fees and bonuses, as more particularly set forth in Exhibit "C."

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Kory Trapp - Project Lead & VP EV Infrastructure Project Development
Matthew Hay - Commercial Development, EV Infrastructure

Rory GoPaul - Executive Sponsor

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Kory Trapp - Project Lead & VP EV Infrastructure Project Development. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any

time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity

for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“Risk Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for

assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or

different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable,

shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection

therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are

hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[RJL]

CONSULTANT:

CSG EV LLC, a Delaware limited liability company

By:_____
Name:
Title:

By:_____
Name:
Title:
Address:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

| CAPACITY CLAIMED BY SIGNER | | DESCRIPTION OF ATTACHED DOCUMENT |
|---|---|----------------------------------|
| <input type="checkbox"/> | INDIVIDUAL | |
| <input type="checkbox"/> | CORPORATE OFFICER | |
| | TITLE(S) | TITLE OR TYPE OF DOCUMENT |
| <input type="checkbox"/> | PARTNER(S) <input type="checkbox"/> LIMITED | |
| | <input type="checkbox"/> GENERAL | |
| <input type="checkbox"/> | ATTORNEY-IN-FACT | NUMBER OF PAGES |
| <input type="checkbox"/> | TRUSTEE(S) | |
| <input type="checkbox"/> | GUARDIAN/CONSERVATOR | |
| <input type="checkbox"/> | OTHER | DATE OF DOCUMENT |
| SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) | | |
| _____ | | |
| _____ | | SIGNER(S) OTHER THAN NAMED ABOVE |

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

| CAPACITY CLAIMED BY SIGNER | | DESCRIPTION OF ATTACHED DOCUMENT |
|---|---|----------------------------------|
| <input type="checkbox"/> | INDIVIDUAL | |
| <input type="checkbox"/> | CORPORATE OFFICER | |
| | TITLE(S) | TITLE OR TYPE OF DOCUMENT |
| <input type="checkbox"/> | PARTNER(S) <input type="checkbox"/> LIMITED | |
| | <input type="checkbox"/> GENERAL | |
| <input type="checkbox"/> | ATTORNEY-IN-FACT | NUMBER OF PAGES |
| <input type="checkbox"/> | TRUSTEE(S) | |
| <input type="checkbox"/> | GUARDIAN/CONSERVATOR | |
| <input type="checkbox"/> | OTHER | DATE OF DOCUMENT |
| SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) | | |
| _____ | | |
| _____ | | SIGNER(S) OTHER THAN NAMED ABOVE |

EXHIBIT “A”
SCOPE OF SERVICES

I. Consultant (also referred to as CSG EV LLC) will perform the following Services:

- Pursuant to the implementation of the SCE-installed Customer-Side Make-Ready Infrastructure under the SCE Charge Ready Charging Infrastructure and Rebate program described in City’s RFP 21-039, CSG EV LLC will install the corresponding quantity of ChargePoint CT4021-GW1 Level 2 electric vehicle charging stations at City owned facilities, at its sole cost. There will be 20 single-port and 54 dual-port chargers (128 ports) installed at the eleven City-owned sites specific in RFP 21-039. Each station will be equipped with one or two standard SAE J-1772 Level 2 charging connectors, each supplying up to 7.2kW (208/240 VAC at 30A). The stations are UL listed meeting national safety standards and are energy star certified to conserve power when not charging.
- CSG EV LLC will own and operate the Level 2 electric vehicle charging stations for the ten (10) year term specified in the SCE Charge Ready Charging Infrastructure and Rebate program, and CSG EV LLC will be responsible for the operating expenses of the electric vehicle including maintenance, networking fees, and electricity costs.
- Consultant understands and acknowledges that City will be entering into eleven Charge Ready Charging and Rebate Participation Agreements (“SCE Agreements”) with Southern California Edison (“SCE”) which will authorize SCE to prepare the designs and construct the make ready infrastructure for 128 level-2 charging ports across eleven City-owned sites. Consultant will enter into assignment and assumption agreements with City through which City will assign the SCE Agreements to Consultant and Consultant will assume City’s obligations thereunder, after the electric vehicle charging equipment is installed and energized.
- This Agreement is pursuant to and in furtherance of, the City assigning to Consultant and Consultant assuming, the SCE Agreements.
- Consultant will own and manage the Low Carbon Fuel Standard (LCFS) credits during the Agreement term but will relinquish all such rights once the Agreement expires or is sooner terminated. City of Carson will share in the revenue generated from the new electric vehicle charging infrastructure. The City will receive:
 - A 55% share of all advertising revenue generated from project infrastructure.
 - Monthly License Fees
 - The City will receive \$50.00 per month for each installed CT4021-GW1 station (for dual port chargers)
 - The City will receive \$25.00 per month for each installed CT4011-GW1 station (for single port chargers)
 - Annual Utilization Bonus
 - The City will receive \$100 per percentage point of annual utilization above a 5% threshold on each installed CT4021-GW1 station (for dual port chargers)

- The City will receive \$50 per percentage point of annual utilization above a 5% threshold on each installed CT4011-GW1 station (for single port chargers)
 - Actual average annual utilization is defined as kWh dispensed per year divided by the product of annual average kW load multiplied by 8,760 hours per year
- Utilization Bonus example
 - For a CT4021-GW1 charging station with 20% average annual utilization and 5% threshold, the annual utilization bonus corresponding to that station is \$1,500.00.
- All Services will be performed at the following locations and in accordance with the details provided below:

| Customer Name | Site Address | Project Number | App ID | Site Name | Application Creation Date | Market Sector List | Ports Requested | DAC | Rebate Value/Port | Rebate Estimate |
|-----------------|-------------------------------|-----------------|---------|----------------------|---------------------------|--------------------|-----------------|-----|-------------------|-----------------|
| CARSON, CITY OF | 22400 MONE TA AVE | SCE_CIR_3337938 | 1374202 | Veteran s Park | 7/29/2021 | Public | 12 | No | \$725 | \$8,700 |
| CARSON, CITY OF | 21330 S SANT A FE AVE | SCE_CIR_3337935 | 1373901 | Doming uez Park | 7/29/2021 | Public | 12 | Yes | \$2,900 | \$34,800 |
| CARSON, CITY OF | WILM INGTON AND E CASH DAN ST | SCE_CIR_3337928 | 1373209 | Anders on Park | 7/29/2021 | Public | 16 | No | \$725 | \$11,600 |
| CARSON, CITY OF | 18620 S BROA DWAY | SCE_CIR_3337766 | 1356907 | Corpor ate Yard 1 | 7/22/2021 | Workpl ace | 26 | Yes | \$2,900 | \$75,400 |
| CARSON, CITY OF | 18601 S MAIN ST | SCE_CIR_3337775 | 1357800 | Corpor ate Yard 2 | 7/22/2021 | Workpl ace | 6 | Yes | \$2,900 | \$17,400 |
| CARSON, CITY OF | 23800 FIGUE ROA ST | SCE_CIR_3337868 | 1367106 | Carriag e Crest Park | 7/28/2021 | Public | 10 | Yes | \$2,900 | \$29,000 |
| CARSON, CITY OF | 21411 ORRIC K AVE | SCE_CIR_3337869 | 1367205 | Carson Park | 7/28/2021 | Public | 10 | Yes | \$2,900 | \$29,000 |
| CARSON, CITY OF | 21205 WATE R ST | SCE_CIR_3337881 | 1368407 | Dolphin Park | 7/28/2021 | Public | 10 | Yes | \$2,900 | \$29,000 |
| CARSON, CITY OF | 905 E FRAN KE ST | SCE_CIR_ | 1373400 | Stevens on Park | 7/29/2021 | Public | 10 | Yes | \$2,900 | \$29,000 |

| | | | | | | | | | | |
|--------------------|-------------------------------|-----------------------------|---------|-------------------------------------|---------------|--------|----|-----|---------------|---------------------|
| | | 33379 30 | | | | | | | | |
| CARSON, CITY OF | 700 E GARD ENA BLVD | SCE_ CIR_ 33379 41 | 1374507 | Hemmi ngway Park | 7/29/202 1 | Public | 6 | Yes | \$2,900 | \$17,400 |
| CARSON, CITY OF | 16700 S AVAL ON BLVD | SCE_ CIR_ 33380 15 | 1381905 | Hemmi ngway Aquatic Center | 8/3/2021 | Public | 10 | Yes | \$2,900 | \$29,000 |
| | | | | | | | | | Total: | \$310,300.00 |

A breakdown of equipment costs based on current MSRP rates is included in the table below:

| | Unit cost | Total cost |
|-----------------------------|-------------------------|-----------------------|
| | Single port, bollard | Dual port, bollard |
| Port count | 20 | 54 |
| Model Number | CT4011-GW1 | CT4023-GW1 |
| Equipment (MSRP) | \$5,411.00 | \$7,787.00 |
| Labor | 983.34 | 983.34 |
| Tax | \$527.53 | \$723.55 |
| Shipping | \$85.00 | \$85.00 |
| Cost per unit | \$7,006.87 | \$9,578.89 |
| Total cost single/dual port | \$140,137.46 | \$517,260.22 |
| Total cost | \$657,397.69 | |

- Network Security and Privacy** – as Consultant’s subcontractor, ChargePoint will provide port-level networked communication capabilities through cellular communications to manage the EV chargers, enable EV driver pricing and payment, usage reporting, and smart charging. ChargePoint has one of the strongest networks of charging stations and EV drivers in California and the United States. They support an open, standards-based, and secure charging system to enable innovation and protect sensitive information. They will also be required to provide SCE with usage and other related data associated with the charging equipment and its use. The required information must be electronically transmitted to SCE monthly in the form and format prescribed by SCE. To the extent

within Consultant's control or reasonable control, aggregated data (not attributable to any specific participant's site) will be made publicly available as part of SCE's reporting to the CPUC and various industry stakeholders and may also be used to identify load management opportunities and enhance potential vehicle-to-grid integration opportunities for future utility initiatives. City shall have access to all data, including but not limited to the dashboard, upon City's request.

- Electric Vehicle Infrastructure Training Program (EVITP) - as Consultant's subcontractor, Baker Electric is Electric Vehicle Infrastructure Training Program (EVITP) certified and will perform all services related to the EV Chargers installation and maintenance in accordance with City's EVITP program adopted through City Council Resolution No. 20-158.
- Price Setting – ChargePoint's software contains advanced and flexible pricing configuration tool for station operators to collect fees and influence charging behavior. Pricing to drivers for EV charging services can be configured to be the same for all drivers or with pricing rules that vary for different groups of drivers.

Pricing rules may be set up using any of the following options:

- A fixed rate for the session. The driver pays a set fee for the entire session.
- An hourly rate. The driver pays per hour or per minute, like parking meters.
- An energy rate. The driver pays for the energy consumed on a per kWh basis.
- Length-of-Stay escalating pricing. One price is charged during the first X hours and another price is charged for every hour afterwards.
- Charge-Complete escalating pricing. One price is charged until the vehicle reaches full charge, then another price is charged afterwards with an optional grace period.
- Time-of-Day pricing. One price is charged during peak hours and another during off-peak hours that may vary by day of week, weekdays, or weekends.
- A minimum and/or a maximum fee per session.
- A combination of the above. For example, a minimum fee PLUS an hourly rate or an hourly parking rate PLUS per kWh pricing.
- Driver groups. Station owners may set unique policies for different classifications of drivers (e.g., students, faculty & staff vs. visitors) using the options above.
- Scheduled Pricing. All the above options may be set by time of day and day of week.

Pricing will be set to ensure that it aligns with energy costs except that at City's sole discretion, City may elect to defer or reduce electricity cost reimbursements, Monthly License Fees, and/or Utilization Bonuses to facilitate City's preferred pricing structures to help align costs with the City and Consultant's objective of increasing station utilization and electric vehicle adoption in Carson.

- User Fees - All payment processing, funds transfer, and collections will be handled automatically in accordance with the Pricing Schedule attached hereto as Exhibit C-3.
- EV Driver Payment Options – ChargePoint will offer a variety of payment options to ensure EV Drivers can have the flexibility to pay the way they want. EV drivers will be able to use multiple point-of-sale methods including:
 - Credit Card: Drivers may use a contactless credit card or call the toll-free number clearly displayed on every station 24/7 to authorize charging. EV drivers will be able to pay via a credit card without having a ChargePoint account or the mobile app.
 - Apple Pay and Google Pay “Tap to Pay”: ChargePoint stations are compatible with Apple and Android phones using NFC technology with Google Pay and Apple Pay, allowing drivers to pay by tapping their phones at the station as if they were using a contactless credit card. No membership or registration required.
 - ChargePoint Account and RFID Card: New drivers can open an account online and sign up to receive a free ChargePoint card. The driver’s ChargePoint account is synched to the driver’s credit card, PayPal, Google Pay, or Apple Pay as a funding source
 - ChargePoint Mobile App: EV drivers can start and stop charging with just one tap in the mobile ChargePoint app. Like the ChargePoint RFID card, this app is synched to the driver’s ChargePoint account.
 - Smartphone and Smartwatch “Tap to Charge”: ChargePoint drivers can use the NFC capabilities of their Android or Apple smartphone or smartwatch and tap at the station in lieu of using an RFID card. This feature ties the session to the driver account, enabling all features of the mobile application and activity tracking.
 - Roaming Between Networks: ChargePoint registered drivers can utilize the ChargePoint app to initiate a charging session on any implemented roaming partner charging network, and conversely can utilize a roaming network’s account to activate a station on the ChargePoint Network.
 - Separate Payment Kiosk: If and when separate payment kiosks are required by the State to be installed for charging to be made available to the public, the cost to purchase, install and maintain the kiosk(s) will be borne by Consultant.
- Cost Proposal, Ownership, Electricity Costs, and Reimbursement – After the EV charging equipment is installed and energized, the SCE Charge Ready Agreements will be assigned to Consultant after which time Consultant will own and operate the charging stations on behalf of the City at no cost (\$0.00) for the duration of the ten-year agreement term. Consultant will be responsible for all costs associated with the design, permitting, equipment and installation of the stations, and will pay all operating costs for the term of the agreement to include maintenance, ChargePoint network fees, and all utility costs. The City will remain on the SCE service accounts; however, Consultant will reimburse the City within sixty (60) days of City’s written request for all electricity costs charged to City except for locations that are identified as workplace charging or as otherwise determined by City.

- Warranty, Maintenance, Repair, Vandalism – as Consultant’s subcontractor, Consultant will ensure that Baker Electric will warrant all labor, parts, repairs related to vandalism, accidents and other issues, operation of the chargers, and maintenance, unless City approves use of contractor other than Baker Electric. Consultant will furnish City’s Contract Officer with the name and contact information of Baker Electric’s primary contact person. Replacement stations and parts will be stored in a warehouse that is located within 20 miles of the City. Consultant will address and resolve any issue under warranty within 48 hours of written notice from City, except where resolution of the issue requires a part that is not within Consultant’s possession in which event Consultant must order the needed part within 48 hours of City’s written notice with proof of such order to be provided to City upon City’s request. However, in the event of any emergency such as the existence of exposed wires, either Baker Electric or City may turn the switch off at the breaker within 24 hours.
- Fleet Lease Options – Because Consultant can take advantage of tax incentives that are not available to public agencies, if City directs Consultant, Consultant will help advance the City’s fleet-electrification objectives by applying the expected revenue-share payments towards the lease rates for new EV vehicles (i.e., Chevrolet Bolts, Nissan Leaf, Ford F-150, etc.). City and Consultant will work together to negotiate lease rates and vehicle types.
- Hours of Operation – Consultant acknowledges that City will have full control and ability to determine hours of operation of the EV Chargers within City-owned facilities, including whether the charging stations will be made available overnight or will be limited.
- Additional Incentives – Additional incentives may be available through the California Electric Vehicle Infrastructure Project (CALeVIP). City-owned sites would be eligible for incentives between \$3,500 to \$4,000 per port. Consultant will engage in commercially reasonable efforts to apply for available rebates to further drive down their initial cost to purchase and install the chargers and the City would need to execute a Site Verification Form and consent to the installation of EV charging station equipment at the Property. This program is funded by the California Energy Commission and implemented by the Center for Sustainable Energy (CSE). The Southern California Level 2 Incentive Project promotes access to electric vehicle (EV) charging infrastructure by providing rebates for Level 2 (L2) Chargers. Eligible L2 rebates start with a base rebate amount of \$3,500/connector and additional funds are available for qualified sites: an additional \$2,000/connector for multi-unit dwelling sites and an additional \$500/connector for DAC. Final rebate amounts are determined by the total eligible project costs. Additionally, City and Consultant will work cooperatively to obtain additional incentives for programs during the Agreement term, and City and Consultant will receive equal shares to said incentives or rebates that may become available.
- Clean Power Alliance – It being understood that Clean Power Alliance (“CPA”) is the default energy provider, Consultant shall consider CPA’s energy rates when it develops its charging rates.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- CSG EV LLC will deliver the following tangible work products to the City:
 - Electrical contractor sign-off for each energized and fully functional ChargePoint CT4021-GW1 electric vehicle charging stations, and if applicable, as-builts and other final drawings depicting the locations of the charging stations
 - Maintenance services agreement for the ChargePoint CT4021-GW1 stations
 - Networking services agreement approved by SCE including each ChargePoint CT4021-GW1 electric vehicle charging station

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

- CSG EV LLC will deliver the following status reports to the City:
 - Proposed project implementation schedule pending completion of the SCE-installed Customer-Side Make-Ready Infrastructure
 - Biweekly or monthly project status updates
 - Regular verbal updates from project point of contact

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

- CSG EV LLC
 - Kory Trapp - Project Lead & VP EV Infrastructure Project Development
 - Matthew Hay - Commercial Development, EV Infrastructure
 - Project Manager - Marcia Ferreira
 - Project Analyst - Salvatore Tralongo
 - Project Engineering Lead - Rick Allen
 - Project Engineer - Samuel Yoseph
 - Executive Sponsor - Rory Gopal
- ChargePoint (Technology Partner)
 - Tony Chang - Director of Strategic Partnerships
- Baker Electric (Installation & Integration Partner)
 - David Lacombe - Project Manager/Estimator
 - Armando Solis - Area General Foreman

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strike through~~ and additions shown in ***bold, italics, underlined***):

I. Section 1.1, “Scope of Services,” of the Agreement is hereby renamed “Scope of Services/Project/License” and amended to read in its entirety as follows:

“1.1 Scope of Services/Project/License.

(a) Scope of Services/Project. In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services ***for purchase, installation, and operation of the EV Chargers as*** specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. ***The Scope of Services that pertain to purchase and installation of the EV Chargers is sometimes hereinafter referred to as the “Project.”*** As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

(b) License. ***City hereby grants to Consultant a license over the City properties listed in Exhibit A.I of this Agreement for the duration of the Term, as may be extended, as reasonably necessary for Consultant to perform its obligations in the Scope of Services.”***

II. Section 1.10, “Change Orders,” is hereby added to the Agreement to read in its entirety as follows:

“1.10 Change Orders.

(a) City shall have the right at any time during the performance of the Project work, without invalidating this Agreement, to order extra work toward the Project beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City’s Director of Public Works or City Engineer, or either of their designees, to the Consultant, incorporating therein any adjustment in (i) the Public Works Contract Sum; (ii) the time to perform this Agreement; or (iii) scope of the Project, which said adjustments are subject to the written approval of the Consultant (“**Change Order**”). All Change Orders must be signed by the

Consultant and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing work thereunder.

(b) Any increase in the Public Works Contract Sum up to an amount that does not exceed the Public Works Contract Sum plus an amount that equals City Council's approval of a 15% contingency of the Public Works Contract Sum, or any increase in the time to complete the Project of up to one hundred eighty (180) days and which are not detrimental to the Project or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Public Works Contract Sum for a Change Order must be in accordance with the rates set forth in the Consultant's Bid. If the rates in the Consultant's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Consultant and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Consultant or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Consultant must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Consultant's rights for that day.

(d) It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth as part of the Project. Consultant hereby acknowledges that it accepts the risk that the services to be provided for the Project may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed."

III. Article 2, “Compensation and Method of Payment,” of the Agreement is hereby renamed to “Compensation, Method of Payment, Prevailing Wages and Bonds.”

IV. Section 2.4, “Invoices,” of the Agreement is hereby renamed to “Progress Reports” and amended to read in its entirety as follows:

“2.4 Progress Reports Invoices.

Each month Consultant shall furnish to City an original *progress report* ~~invoice~~ for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting *such progress reports* ~~an invoice for payment~~ under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The *progress report* ~~invoice~~ shall detail ~~charges~~ for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. ~~Consultant shall not invoice City for any duplicate services performed by more than one person.~~

~~City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.”~~

V. Section 2.6, “Compliance with Labor and Wage Laws,” is hereby added to the Agreement to read in its entirety as follows:

“2.6 Compliance with Labor and Wage Laws.

(e) Public Work. The Parties acknowledge that the work to be performed in connection with the Project is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“**DIR**”) implementing such statutes. The work performed under this Agreement for the Project is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(f) Registration with DIR. Pursuant to Labor Code section 1771.1, Consultant and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any Project work under this Agreement.

(g) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where Project work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Consultant shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(h) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(i) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(j) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(k) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(l) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation

for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(m) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

(n) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform Project work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for Project work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.”

VI. Section 2.7, “Performance and Payment Bonds,” is hereby added to the Agreement to read in its entirety as follows:

“2.7 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Consultant shall deliver to the City all of the following bonds to cover the Project:

(a) A performance bond securing the faithful performance of the Project in an amount not less than \$601,485.39.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the Project work in an amount not less than \$601,485.39.

All bonds shall be on the applicable forms provided in Exhibit “E” and Exhibit “F” attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 2.8 hereof.”

VII. Section 2.8, “Release of Securities,” is hereby added to the Agreement to read in its entirety as follows:

“2.8 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

- (a) Consultant has made a written request for release and provided evidence of satisfaction of all other requirements under this Agreement with respect to the Project;
- (b) the Project has been accepted; and
- (c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Consultant has provided statutory bond, or otherwise as required by applicable law.”

VIII. Section 2.9, “Substitution of Securities,” is hereby added to the Agreement to read in its entirety as follows:

“2.9 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Consultant may substitute securities for any monies withheld by the City to ensure performance under this Agreement with respect to the Project.

(b) At the request and expense of Consultant, Consultant has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Consultant’s direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Consultant’s completion of its obligations hereunder, as evidenced by the City’s acceptance of the work pursuant to Section 3.5 hereof, the escrow agent shall return the securities to Consultant. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Consultant as the beneficial owner. Alternatively, on written request of Consultant, the City shall make payments of the retention earnings directly to the escrow account.”

IX. Section 3.4, “Term,” of the Agreement is hereby amended to read in its entirety as follows:

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the *Project and all* services but not exceeding ~~ten (10)~~ *ten (10)* years from the date *the last of the EV Chargers is determined to be energized which date will be provided by Southern California Edison in writing (“Term Commencement Date”)*, except as otherwise provided in the Schedule of Performance (Exhibit “D”). *At the end of the ten (10) year term, City may, in its sole discretion, extend the term of the Agreement for five (5) additional one-year terms with City Council approval. Consultant will*

remove EV Chargers and all appurtenances thereto once the Agreement, as may be extended, expires. Notwithstanding the foregoing, at City's sole discretion and election, after expiration of the ten (10) year term or any extended term, City may purchase the stations from Consultant for 100% of the residual MSRP value of each station plus installation, minus rebates, prorated based on a ten-year, straight-line depreciation from purchase date of each station, plus installation cost, in accordance with the Buyout Schedule attached hereto as Exhibit C-1. ”

X. Section 3.5, “Final Acceptance,” is hereby added to the Agreement to read in its entirety as follows:

“3.5 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by **Consultant**~~City~~. As a condition to acceptance, Consultant shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.”

XI. Section 4.5, “Prohibition Against Subcontracting or Assignment,” of the Agreement is hereby amended to read in its entirety as follows:

“4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, ***with the exception of ChargePoint, which will provide port-level networked communication capabilities through cellular communications to manage the EV Chargers, enable EV driver pricing and payment, usage reporting, and smart charging, and Baker Electric, which will provide EV Chargers installation, operation and maintenance services,*** Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.”

XII. Section 5.1, “Insurance Coverages,” of the Agreement is hereby amended to read in its entirety as follows:

“5.1 Insurance Coverages.

Unless otherwise expressly provided below, the Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker’s Compensation Insurance. A policy of worker’s compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant’s services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) **Cyber Liability. Consultant, if Consultant collects any payments in connection with usage of the EV Chargers, and any subcontractor that collects payments in connection with usage of the EV Chargers, shall obtain and maintain Cyber liability insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic**

information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(g) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(h) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant."

XIII. Section 5.4, "Sufficiency of Insurer," of the Agreement is hereby renamed to "Sufficiency of Insurer and Surety" and amended to read in its entirety as follows:

"5.4 Sufficiency of Insurer and Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the Risk Manager."

XIV. Section 6.2, "Reports," of the Agreement is hereby amended to read in its entirety as follows:

"6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. ~~Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason,~~ Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase ~~or decrease~~ the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased ~~or decreased~~ cost related thereto and, if Consultant is providing design services, the estimated increased ~~or decreased~~ cost estimate for the project being designed."

XV. Article 7, “Enforcement of Agreement and Termination,” of the Agreement is hereby renamed to “Enforcement of Agreement; Default; Termination; Dispute Resolution.”

XVI. Section 7.7, “Termination Prior to Expiration of Term,” of the Agreement is hereby amended to read in its entirety as follows:

“7.7 Termination Prior to Expiration of Term.

“(a) Early Termination. This Agreement may be terminated upon thirty (30) days prior written notice (i) by either Party upon a default of any covenant or term hereof by the other Party which default is not cured as required in Section 7.2 or (ii) by City, without cause. Otherwise, this Agreement may not be terminated by either Party. If City terminates this Agreement without cause, City will be liable for any losses or claims made against Consultant associated with any actions taken by SCE against Consultant for losses incurred by SCE on behalf of ratepayers, such as pro-rated costs of equipment, site design and installation, and other costs as described in the SCE Charge Ready Agreement.

(b) Early Termination Buyout. In the event of termination without cause prior to expiration of the Term by City or termination by Consultant as a result of City breach, at City’s sole election, City may purchase the charging stations by paying Consultant 130% of the residual MSRP value of each station prorated based on a ten-year, straight-line depreciation from purchase date of each station, plus installation cost, minus rebates, in accordance with the “Termination Buyout Schedule” attached hereto as Exhibit C-2. In the event of termination by City as a result of Consultant breach, again at City’s sole election, City may purchase the charging stations by paying Consultant 100% of the residual MSRP value of each station prorated based on a ten-year, straight-line depreciation from purchase date of each station, plus installation cost, minus rebates, in accordance with the Termination Buyout Schedule.”

~~This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days’ written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days’ written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.”~~

XVII. Section 7.10, “Enforcement of Agreement; Default; Termination; Dispute Resolution,” is hereby added to the Agreement to read in its entirety as follows:

“7.10 Dispute Resolution Process.

Section 20104 *et seq.* of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code to the extent applicable to the Project. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, “claim” means a separate demand by the Consultant, after the City has denied Consultant’s timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Consultant pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Consultant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(o) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(p) Supporting Documentation. The Consultant shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim’s cost, if any.

(vi) Analysis of the claim’s time/schedule impact, if any.

(q) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Consultant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Consultant a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Consultant a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Consultant. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Consultant.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Consultant within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Consultant in producing the additional information or requested documentation, whichever is greater.

(r) Meet and Confer. If the Consultant disputes the City's written response, or the City fails to respond within the time prescribed, the Consultant may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(s) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Consultant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the Consultant in writing, shall be submitted to nonbinding mediation, with the City and the Consultant sharing the associated costs equally. The City and Consultant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the Consultant in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(t) City's Responses. The City's failure to respond to a claim from the Consultant within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Consultant. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(u) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Consultant must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Consultant. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Consultant completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq.*, the running of the period of time within which a claim must be filed shall be tolled from the time the Consultant submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(v) Civil Actions for Claims of \$375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling \$375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and

shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the Services and complete the Project at zero cost to City

Revenue Flow to Consultant (as detailed in Scope of Services):

- City will cause an SCE rebate to be provided to Consultant in an amount estimated to be \$310,300, it being understood that SCE must approve all rebates
- City will also assist Consultant obtain other rebates through other programs

Revenue Flow to City (as detailed in Scope of Services):

- Consultant to reimburse City within sixty (60) days of City's written request for 100% of electricity costs unless otherwise directed by City
- Consultant to provide City flat fee of \$25 for each single port charger and \$50 for each dual port charger commencing for each charger upon energization
- Consultant to provide City utilization bonuses in accordance with the Scope of Services

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

NOT APPLICABLE

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.
- C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services and Project shall not exceed \$0.00 as provided in Section 2.1 of this Agreement.

EXHIBIT “C-1”

BUYOUT SCHEDULE

| C-1.1 End of Term Buyout Value Schedule - (100% MSRP basis) (with rebates) | | |
|---|--------------|-------------------|
| | Depreciation | Buyout value* |
| Year 1 | 10% | \$4,119.39 |
| Year 2 | 20% | \$3,661.68 |
| Year 3 | 30% | \$3,203.97 |
| Year 4 | 40% | \$2,746.26 |
| Year 5 | 50% | \$2,288.55 |
| Year 6 | 60% | \$1,830.84 |
| Year 7 | 70% | \$1,373.13 |
| Year 8 | 80% | \$915.42 |
| Year 9 | 90% | \$457.71 |
| Year 10 | 100% | \$0.00 |
| *The buyout value depends on date station/replacement station was installed - a ten-year old station is fully depreciated | | |

| C-1.2 End of Term Buyout Value Schedule - (100% MSRP basis) (no rebates) | | |
|---|--------------|-------------------|
| | Depreciation | Buyout value* |
| Year 1 | 10% | \$7,893.31 |
| Year 2 | 20% | \$7,016.27 |
| Year 3 | 30% | \$6,139.24 |
| Year 4 | 40% | \$5,262.20 |
| Year 5 | 50% | \$4,385.17 |
| Year 6 | 60% | \$3,508.14 |
| Year 7 | 70% | \$2,631.10 |
| Year 8 | 80% | \$1,754.07 |
| Year 9 | 90% | \$877.03 |
| Year 10 | 100% | \$0.00 |
| *The buyout value depends on date station/replacement station was installed - a ten-year old station is fully depreciated | | |

Buyout residual value = (MSRP Basis + Installation – Rebate) * straight-line depreciation

*Tables above are provided as examples

EXHIBIT “C-2”

TERMINATION BUYOUT SCHEDULE

| C-2.1 Early Termination Value Schedule - for cause by City due to breach by CSG (100% MSRP basis) (with rebates) | | |
|---|--------------|---------------|
| | Depreciation | Buyout value* |
| Year 1 | 10% | \$4,119.39 |
| Year 2 | 20% | \$3,661.68 |
| Year 3 | 30% | \$3,203.97 |
| Year 4 | 40% | \$2,746.26 |
| Year 5 | 50% | \$2,288.55 |
| Year 6 | 60% | \$1,830.84 |
| Year 7 | 70% | \$1,373.13 |
| Year 8 | 80% | \$915.42 |
| Year 9 | 90% | \$457.71 |
| Year 10 | 100% | \$0.00 |
| *The buyout value depends on date station/replacement station was installed - a ten-year old station is fully depreciated | | |

| C-2.2 Early Termination Value Schedule - for cause by City due to breach by CSG (100% MSRP basis) (no rebates) | | |
|---|--------------|-------------------|
| | Depreciation | Buyout value* |
| Year 1 | 10% | \$7,893.31 |
| Year 2 | 20% | \$7,016.27 |
| Year 3 | 30% | \$6,139.24 |
| Year 4 | 40% | \$5,262.20 |
| Year 5 | 50% | \$4,385.17 |
| Year 6 | 60% | \$3,508.14 |
| Year 7 | 70% | \$2,631.10 |
| Year 8 | 80% | \$1,754.07 |
| Year 9 | 90% | \$877.03 |
| Year 10 | 100% | \$0.00 |
| *The buyout value depends on date station/replacement station was installed - a ten-year old station is fully depreciated | | |

| C-2.3 Early Termination Value Schedule - without cause by City or for cause by CSG due to breach by City (130% MSRP basis) (with rebates) | | |
|---|--------------|---------------|
| | Depreciation | Buyout value* |
| Year 1 | 10% | \$6,221.88 |
| Year 2 | 20% | \$5,530.56 |
| Year 3 | 30% | \$4,839.24 |
| Year 4 | 40% | \$4,147.92 |
| Year 5 | 50% | \$3,456.60 |
| Year 6 | 60% | \$2,765.28 |
| Year 7 | 70% | \$2,073.96 |
| Year 8 | 80% | \$1,382.64 |
| Year 9 | 90% | \$691.32 |
| Year 10 | 100% | \$0.00 |
| *The buyout value depends on date station/replacement station was installed - a ten-year old station is fully depreciated | | |

| C-2.4 Early Termination Value Schedule - without cause by City or for cause by CSG due to breach by City (130% MSRP basis) (no rebates) | | |
|---|--------------|---------------|
| | Depreciation | Buyout value* |
| Year 1 | 10% | \$9,995.80 |
| Year 2 | 20% | \$8,885.15 |
| Year 3 | 30% | \$7,774.51 |
| Year 4 | 40% | \$6,663.86 |
| Year 5 | 50% | \$5,553.22 |
| Year 6 | 60% | \$4,442.58 |
| Year 7 | 70% | \$3,331.93 |
| Year 8 | 80% | \$2,221.29 |
| Year 9 | 90% | \$1,110.64 |
| Year 10 | 100% | \$0.00 |
| *The buyout value depends on date station/replacement station was installed - a ten-year old station is fully depreciated | | |

Termination buyout value = (MSRP Basis + Installation – Rebate) * straight-line depreciation

*Tables above are provided as an example.

EXHIBIT “C-3”

PRICING SCHEDULE

User Fee. CSG will charge users a fee that shall not exceed a 30% maximum mark-up over the highest Blended Rate from the previous Calendar Year per kilowatt-hour to CSG, whichever is higher “the Maximum Mark-up”, unless approved by the City. The Blended Rate is calculated by dividing the total amount of CSG’s operating costs including, but not limited to, administrative, network, maintenance as well as fixed and variable costs associated with electricity delivered through the charging station by the total kilowatt-hours consumed during the billing statement. However, the calculation of CSG’s operating costs for a given Calendar Year associated specifically with the following type of costs shall not exceed:

Blended Rate and Operating Costs are prescribed by Utilization Rate as follows:

Retail electricity cost (per current applicable tariff), plus license and utilization bonus fees to the City, as prescribed herein, plus CSG fees as tabulated below.

| Utilization | CSG Maintenance | *CSG Network | CSG Admin. |
|--------------------|----------------------------|-------------------------|-----------------------|
| 3% | \$0.117 | \$0.117 | \$0.103 |
| 6% | \$0.059 | \$0.059 | \$0.051 |
| 9% | \$0.039 | \$0.039 | \$0.034 |
| 12% | \$0.029 | \$0.029 | \$0.026 |
| 15% | \$0.023 | \$0.023 | \$0.021 |
| 18% | \$0.020 | \$0.020 | \$0.017 |
| 21% | \$0.017 | \$0.017 | \$0.015 |
| 24% | \$0.015 | \$0.015 | \$0.013 |
| 27% | \$0.013 | \$0.013 | \$0.011 |
| 30% | \$0.012 | \$0.012 | \$0.010 |
| 35% | \$0.010 | \$0.010 | \$0.009 |
| 40% | \$0.009 | \$0.009 | \$0.008 |
| 45% | \$0.008 | \$0.008 | \$0.007 |
| 50% | \$0.007 | \$0.007 | \$0.006 |

For avoidance of doubt, there will be no cap on the calculation of electricity related costs as they pertain to the determination of the Maximum Mark-up.

Pricing for City fleet charging shall include a 20% reduction to the retail CSG fees as tabulated above. If permissible by law and approved by City Council, this 20% reduction will apply to City Council, City employees, and other groups of individuals designated by City Council.

*CSG network fees are inclusive of ChargePoint and other third party fees or costs.

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services timely in accordance with the following schedule:**

Deadline/Period

- | | | |
|-----------|--|--|
| A. | Secure all permits and install EV Chargers and related appurtenances | Within 20 calendar days from completion of SCE Make Ready work |
| B. | Own, operate, maintain, remove and replace EV Chargers and related appurtenances | Duration of 10 years after Term Commencement Date |

- II. Consultant shall deliver the following tangible work products to the City by the following dates.**

See Exhibit A.I.

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

EXHIBIT "E"

PERFORMANCE BOND

We, CSG EV LLC, a Delaware limited liability company , as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of Six Hundred One Thousand Four Hundred Eighty Five Dollars and Thirty Nine Cents (**\$601,485.39**). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement and referenced in the agreement as the "Project." Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____ day of _____, ____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety company]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT "F"

PAYMENT BOND

We, CSG EV LLC, a Delaware limited liability company , as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of Six Hundred One Thousand Four Hundred Eighty Five Dollars and Thirty Nine Cents **(\$601,485.39**). City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement and referenced in the agreement as the "Project." Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq.* of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq.* of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By: _____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California:

() _____
[name of surety]

Name

Street Number

Street Number

City and State

City and State

Telephone Number

Telephone Number

By: _____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.