



Agenda Item No: 4.c

Meeting Date: June 2, 2025

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager, Sustainability Division

Prepared by: Cory Bytof
Sustainability Program Manager
Jonathan Schellin
Deputy Director, Public Works

City Manager Approval: 

TOPIC: ELECTRIC VEHICLE (EV) FLEET ELECTRIFICATION PROGRAM CONTRACT

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO CONTRACTS AND SIGN LETTERS OF COMMITMENT WITH PACIFIC GAS AND ELECTRIC COMPANY FOR THE EV FLEET ELECTRIFICATION PROGRAM FOR CITY FACILITIES; CEQA DETERMINATION: EXEMPT PURSUANT TO CEQA GUIDELINES SECTIONS 15311, 15303, AND/OR 15301.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the City Manager to negotiate, enter into contracts, and sign letters of agreement with Pacific Gas and Electric Company for the Electric Vehicle (EV) Fleet Electrification program for City facilities.

BACKGROUND:

San Rafael's [Climate Change Action Plan](#) (CCAP) includes Measure LCT-M1, directing the City to purchase or lease zero-emission vehicles for the City fleet whenever possible. It targets a 50% reduction in fuel use by 2030. Vehicle emissions are the largest source of greenhouse gas emissions in our greenhouse gas inventory, and this is the most significant area of greenhouse gas reduction in the CCAP. In addition, the City Council approved an [Electric Vehicle Acceleration Strategy Workplan](#) in 2023 that contains priority action items by 2025 to 1) develop a fleet replacement plan that includes activities to convert the City's fleet to 100% zero-emissions vehicles, inclusive of charging infrastructure and 2) to identify local fire and police conversion of mission-critical and non-emergency fleet vehicles.

In 2023, the California Air Resources Board adopted the [Advanced Clean Fleets Regulation](#) for-vehicle fleets, including local government fleets (California Code of Regulations Title 13, Division 3, Chapter 1, Article 3.2). There are purchasing, operations, and reporting requirements in these regulations, some of which the City is currently in compliance. The most significant regulations relate to procurement, as the City will be required to purchase zero emissions vehicles for all medium and heavy-duty fleet vehicles (public safety vehicles exempted):

- Beginning January 1, 2024, 50 percent of annual vehicle purchases per calendar year must be zero-emissions.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

- Beginning January 1, 2027, 100 percent of vehicle purchases per calendar year are required to be zero-emissions.

Staff have been working on the transition of the City fleet for the past two years. This includes securing Federal Energy Efficiency Conservation Block Grant funds, no-cost technical assistance from Marin Clean Energy (MCE) and the Metropolitan Transportation Commission and contracting with a third-party technical consulting team to plan the transition. Staff's most recent and significant activity was to apply for and get accepted into the Pacific Gas and Electric Company's (PG&E) [EV Fleet Electrification program](#), which commits Pacific Gas and Electric (PG&E) to install additional infrastructure to serve electric vehicle loads at City facilities. The program includes PG&E fully funding the utility side of the meter upgrades, financial assistance for the City side of the meter work, and financial incentives for City vehicle purchases. PG&E will also provide technical assistance in identifying and securing additional incentives for the chargers and vehicles. In addition, participating in the PG&E program commits PG&E to prioritizing these projects and expediting the completion of their infrastructure work. This will help the City comply with the advanced clean fleet regulation and save significant transformer and electrical capacity expansion costs.

ANALYSIS:

City staff, PG&E, and the City's technical consultants have met and developed a plan and preliminary site designs for City facilities. The City has received an offer from PG&E to upgrade electrical facilities to enable the transition of fleet vehicles to electric, particularly our medium and heavy-duty fleet, to achieve compliance with the advanced clean fleet regulations. The City must enter into contracts and sign letters of commitment with PG&E by June 13, 2025, to secure the PG&E commitments and incentives and commence the work described below. This would include committing the City to procure and install ten electric vehicle chargers at the Department of Public Works and an equal number of electric vehicles over the next five years. However, this work will provide infrastructure to serve additional vehicles in subsequent years.

The proposed project in the program includes installing standard Level II chargers and high-power Level III charging equipment to accommodate heavy-duty and public safety vehicles to minimize downtime. In addition, the City has requested an "oversized load" allotment from PG&E to leverage this installation for the longer-term needs of transitioning more of the fleet in subsequent years. Another benefit of participating in the PG&E program is that the City will be eligible to move to the significantly lower-cost Business EV Rate tariff for electricity use, which it is not currently eligible for. These rates are typically between $\frac{1}{4}$ and $\frac{1}{2}$ standard electricity rates and would be an ongoing savings to the City. Finally, by proceeding with these contracts, the City could accommodate California's robust regulations to eliminate internal combustion vehicles by 2035.

If the City were not to enter into contracts and participate in this program, the City would bear the costs of upgrading much of this electrical infrastructure and would lose additional vehicle incentives and expedited construction commitments from PG&E. PG&E's EV Fleet Program is oversold and projects not contracted soon will be put in wait list status. The contract, letter of agreement, and Oversized Switchgear Acknowledgement. for the program are attached as Attachments 2 and 3.

The City's consultants estimate costs to the City of approximately \$538,900 for the City infrastructure upgrades to the Public Works facility before incentives. These are preliminary estimates, as the design for these upgrades is only at a 10% design stage. The estimate includes contingencies for external factors, including the possibility of tariffs affecting pricing and potential unknown site conditions that could cause complications to paint a worst-case scenario for budgeting purposes.

Many incentives are available to the City to offset a significant portion of the estimated costs. Guaranteed incentives from PG&E, MCE, and the Transportation Authority of Marin would contribute \$168,000 toward the cost. The City has been awarded another \$123,900 from the Federal Government through the Inflation Reduction Act, which would be applied to this project. A mix of other incentives and grants would cover the remaining costs of approximately \$247,000. The initial net project cost supported by the Capital Fund (410) is \$247,000, with the possibility that this cost may be further reduced pending additional incentives.

Other funding available to the City includes tax incentives through the direct pay provisions of the Inflation Reduction Act, which, if left to stand in Congress, would be estimated to contribute another \$107,000 toward the cost. New California Energy Commission (CEC) incentives just released could provide another \$100,000 or more. However, these CEC incentives are highly competitive and not guaranteed. In addition, transitioning fleet vehicles to electric will result in annual cost savings for fuel and maintenance on the order of several thousand dollars per year, which will grow over time as more vehicles are transitioned. Finally, through this PG&E program, the City would be eligible to receive up to \$40,000 toward vehicle purchases over the next five years.

The incentives are reimbursement-based, meaning the City must fund the project upfront and submit receipts to receive the incentives mentioned in the previous paragraph. Costs for these projects would be built into the proposed Fiscal Year 2025-2026 Capital Improvement Program budget should the City Council approve these contracts.

Other stipulations in the contract and commitment letter include allowing PG&E easements on City property to conduct the work should PG&E determine the need and indemnification of PG&E and their contractors doing the work. Staff will return to the City Council for approval should easements be required. The City must track and submit certain reports over the contract term. Should the City change the site design or modify the number of chargers and capacity needs during the contract term before construction is completed, there could be costs levied by PG&E. The City's consultants do not anticipate these changes and have extensive experience overseeing other PG&E EV Fleet Electrification program projects.

Environmental Determination

The installation of EV chargers and the transition of the City's fleet to electric vehicles constitute an overall environmental benefit, and PG&E EV Fleet program guidelines do not require CEQA review. EV charging stations are treated as "minor alterations to existing facilities." They would be classified as construction of minor structures that are accessories to existing facilities since they are being placed in existing parking lots. Therefore, these projects are determined to be categorically exempt under CEQA Guideline 15301 (minor alteration of existing facilities), 15303(e) (appurtenant structure to garages and carports), and/or 15311 (placement of minor structures appurtenant to existing uses).

Conclusion

Participating in this PG&E EV Fleet program is the most cost-effective and impactful option the City could do to meet advanced clean fleet compliance and other State regulations and to accommodate the City's goal of transitioning the fleet to zero emissions vehicles. PG&E has indicated that this program is oversold and will be closing soon and that agencies without signed contracts will be placed on a waiting list and will not be guaranteed funding. By not participating in this program, the City could incur hundreds of thousands of dollars in added costs to upgrade facilities and procure vehicles and would not be

eligible for the lower electric rate tariff or PG&E's expedited construction process. In addition, the City would lose out on the oversized load allotment PG&E is offering to accommodate additional charging capacity beyond the five-year contract period.

FISCAL IMPACT:

Adopting this resolution allows the City Manager to enter into contracts with PG&E. These contracts do not include a financial commitment from the City to PG&E under the terms of this agreement. However, entering into this agreement with PG&E would commit the City to procuring and installing electric vehicles and charging equipment over the five-year period of the contract. The electric vehicles are accounted for in the City's five-year replacement schedule, and the first vehicle would not be purchased until 2027. Procurement for goods and services in support of the City's participation in the PG&E EV Fleet Electrification program would be done per the City's Purchasing Policy.

Current estimates for the design, chargers, and installation costs are \$538,900 before incentives. These costs would be partially offset by incentives from MCE, PG&E, and the Transportation Authority of Marin, totaling \$168,000. The City has also been awarded \$123,900 through an Energy Efficiency Conservation Block Grant that would be applied to this project, bringing the total grants and automatic rebates to \$291,900. Additional grants and incentives would be sought to offset further costs where possible.

Funding in the amount of \$538,900 is being provided for in the final FY 2025-26 capital budget, via appropriations within the Capital Projects Fund (401). These costs are offset by a total of \$291,900 in funding secured through grants and incentives. Additional rebates and incentives could further reduce the net cost to the City.

OPTIONS:

The City Council has the following options to consider relating to this item:

1. Adopt the resolution as presented.
2. Adopt the resolution with amendments.
3. Not adopt the resolution.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt a resolution authorizing the City Manager to negotiate and enter into contracts and sign letters of agreement with Pacific Gas and Electric Company for the EV Fleet Electrification program for City facilities.

ATTACHMENTS:

1. Resolution
2. PG&E Contract and Letter of Commitment for Public Works Facility
3. PG&E EV Fleet Program Oversized Switchgear Acknowledgement for Public Works Facility
4. Preliminary Site Design for Public Works Facility

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO CONTRACTS AND SIGN LETTERS OF COMMITMENT WITH PACIFIC GAS AND ELECTRIC COMPANY FOR THE EV FLEET ELECTRIFICATION PROGRAM FOR CITY FACILITIES; CEQA DETERMINATION: EXEMPT PURSUANT TO CEQA GUIDELINES SECTIONS 15311, 15303, AND/OR 15301.

WHEREAS, the City of San Rafael is required to comply with the Advanced Clean Fleets regulations of the California Air Resources Board; and

WHEREAS, the Advanced Clean Fleet regulations (Title 13, Division 3, Chapter 1, Article 3.2) require transitioning the City fleet to electric or zero emissions vehicles in phases starting in 2024 with a requirement for 50% of fleet purchases to be Zero Emission Vehicles starting in 2024, and 100% of fleet purchases to be Zero Emission Vehicles starting in 2027 with some exceptions; and

WHEREAS, the City of San Rafael has applied for and been accepted into the Pacific Gas and Electric Company's EV Fleet Electrification program ("Project"); and

WHEREAS, Pacific Gas and Electric Company has provided an offer to the City of San Rafael to provide technical assistance, funding, and installation for utility electrical capacity for the Public Works facility at 111 Morphew Street, San Rafael, California; and

WHEREAS, Pacific Gas and Electric Company requires contracts and letters of commitment from the City of San Rafael to guarantee their funding and installation of utility upgrades that obligates the City to purchase electric vehicles and purchase and install electric vehicle chargers, as well as to abide by reporting and specification requirements; and

WHEREAS, this Project is exempt from environmental review pursuant to CEQA Guidelines 15301, 15303 and/or 15311 due to the installation of the Project being an accessory to existing facilities and uses since they are being placed in existing parking lots.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael hereby finds the foregoing recitals are true and correct, determines that the project is exempt under CEQA Guideline Sections 15301, 15303 and/or 15311 and authorizes the City Manager to negotiate and enter into contracts and sign letters of commitment with Pacific Gas and Electric Company for the EV Fleet Electrification program for City facilities, including Oversized Switchgear Acknowledgement.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 2nd day of June 2025, by the following vote, to wit:

AYES: **Councilmembers:**
NOES: **Councilmembers:**
ABSENT: **Councilmembers:**

Lindsay Lara, City Clerk

April 24, 2025

City of San Rafael
111 Morphew St
San Rafael, CA 94901

RE: **FLEET006994845**

Dear Jonathan Schellin,

Congratulations! We are pleased to extend **City of San Rafael** an invitation to join PG&E's EV Fleet Electrification program. Upon your completion of the action items below, we will move your project into the design phase and begin the engineering, design and construction plans for **111 Morphew St, San Rafael, CA 94901**. Please note, future changes to the project scope may change your eligibility for the program.

Included in this contract are the following items:

- **Cover Letter**
 - Offer Description
 - EV Charger Rebate
 - Preliminary Design (also attached as PDF)
- **Letter of Commitment**
 - EV Deployment Commitment
- **EV Fleet Program Terms and Conditions ("Contract")**
- **Exhibit A: Project Scope**
- **Appendices**
 - Appendix A: PG&E EV Fleet Program Participant Data Reporting Requirements
 - Appendix B: CPUC's Safety Requirements Checklist for CPUC-Approved Transportation Electrification Programs

Immediate Action Items:

- Review the entire document
- Sign and return the Letter of Commitment and Contract
- Provide proof of commitment (as defined below) for appropriate vehicles

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

- I agree to install the number of EV Supply Equipment (EVSE or "EV charger") specified in Exhibit A of the Contract;
- Upon execution of the Contract, PG&E will begin incurring design fees and costs as my project moves forward;
- If I withdraw from the program prior to the site being activated, then PG&E reserves the right to recover all fees and costs incurred by it and its subcontractors after the execution of the Contract, including but not limited to, design cost, site walk costs, etc.;
- PG&E may need to conduct a comprehensive design site walk;
- If the existing infrastructure or physical site or equipment is substantially different than anticipated or described, then PG&E will make reasonable effort to redesign the project in a manner acceptable to both parties, but reserves the right to cancel my participation in the program;
- If I request to make changes to the scope or design of the project, then PG&E reserves the right to recover all costs associated with that change, such as redesign costs;



- If I do not submit required documentation (e.g., signed easement) or fail to move this project forward for a period of 90 days or more, then PG&E may consider this an abandonment of this Contract and reserves the right to cancel my participation in the program and recover all costs incurred; and
- My EV chargers meet the Safety Checklist requirements and have networking protocols (as described in Appendix A and Appendix B). I agree to ensure that EVSE network connectivity is in good condition for at least five years from the date of activation.

Offer Description

After careful consideration of the project costs and scope of work, PG&E has determined you are eligible for the **Make-Ready Incentive Option**. PG&E will design, construct, own, and maintain any necessary EV supply infrastructure to the meter only. **City of San Rafael** will design, build, own, operate, and maintain the EV supply infrastructure behind the meter, hereafter referred to as customer-owned make-ready infrastructure. PG&E provides an incentive that is equal to the lesser amount of either: (i) 80% of the customer-owned make-ready infrastructure costs or (ii) the incentive cap of **\$40,000.00** as described in the table below. Project documentation should be submitted to your Project Manager within 90 days of site activation to initiate the incentive payment process.

EV Supply Infrastructure Incentive Applies to Site Hosts who pay for, own, and maintain EV Supply Infrastructure		
Vehicle Type	Per Vehicle Incentive	# of Vehicles
School Buses, Local Delivery Trucks, or Other Vehicles	\$4,000.00 per Vehicle	10
Vehicle Type (Total)	Incentive (Total)	Incentive Total
Total # of Vehicles 10	Lesser amount of either 80% of the customer-owned make-ready infrastructure costs or the incentive cap, as described above, on a per vehicle basis	Maximum of \$40,000.00

EV Charger Rebate

You may also qualify for a rebate of up to **\$174,000.00**, capped at 50% of the purchase cost, for qualified EV chargers for your fleet. EV chargers are only eligible for rebates if they are listed on PG&E's approved EVSE vendor list at the time of installation. All rebate claim documentation must be submitted to PG&E no later than March 31, 2028 to be eligible for rebates. The EV Fleet program will not be able to issue rebates for EV chargers acquired after March 2028.

EV Charger Rebate Applies to Site Hosts that are transit agencies, schools, or located in disadvantaged communities.		
Power output	Rebate	# of Chargers
16.6 kW	50% of the cost of the charger, up to \$15,000.00 per EVSE	6
196 kW	50% of the cost of the charger, up to \$42,000.00 per EVSE	2
Total 492 kW	Total Capped Rebate Amount of up to \$174,000.00	8

As a reminder, to participate in the EV Fleet program, your EV chargers, also known as EV supply equipment, at a minimum must meet the EV Fleet Program Data Reporting requirements outlined in Appendix A and the Safety Checklist requirements outlined in Appendix B. In addition, the EV chargers must at least meet the following network communications requirements:

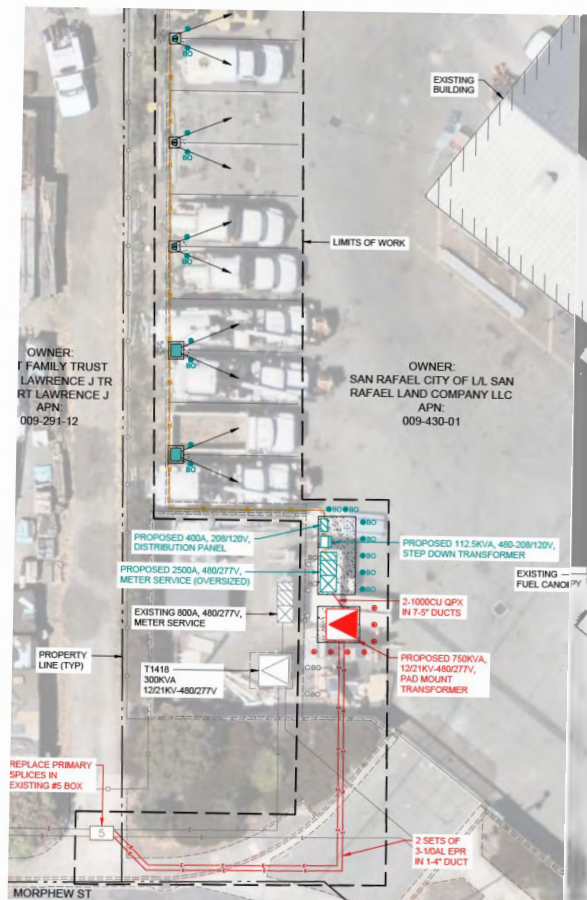


- Electric Vehicle Supply Equipment (EVSE) shall have metering capability through an internal device and shall be able to measure power and usage parameters to enable reporting of the metrics in the Contractor Requirement section.
- After loss of power, provided the EVSE connector to vehicle has not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

Preliminary Design

The preliminary design for your project is below and has also been provided as a PDF along with this contract. Please note that any requests to change the scope of the project may result in redesign costs to you of up to \$15,000 per request. Examples of changes to scope include requests to modify the number or type of charger being deployed or modify the location of the meter.

PG&E may opt to utilize existing infrastructure, including existing conduit, in order to minimize project costs as indicated by the word "existing" on any components on the Preliminary Design.



***If complications arise with the 3rd party easement, the alternative route would be to install a #5 box directly on customer property.**

STALL AND STATION COUNT	
IMPACTED EXISTING	QUANTITY
FLEET STALLS	10
TOTAL	10
PROPOSED EV CHARGING	QUANTITY
FLEET STALLS	10
TOTAL	10
EV CHARGING STATIONS	QUANTITY
LEVEL 2 (19.2 KW NOMINAL / 16.6 KW ACTUAL) SINGLE PORT - PEDESTAL MOUNT	6
LEVEL 3 (193.7 KW NOMINAL / 196 KW ACTUAL) DUAL PORT - PEDESTAL MOUNT	2
TOTAL	8
ANTICIPATED LOAD	TOTAL KW
ZEROVA AX80 @ 16.6 KW	99.6
ZEROVA DS180 @ 196 KW	392
CHARGER BANK DEMAND LOAD (AMPS @ 480V)	591.3

Next Steps:

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

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

Please contact me if you have any questions.

Regards,

Craig Castro
Craig.Castro@pge.com
510.298.7766
Electric Vehicle Customer Onboarding Specialist
Pacific Gas and Electric Company





Clean Energy Transportation
Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612

April 24, 2025

Clean Energy Transportation
Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612

Re: Electric Vehicle Deployment Commitment for City of San Rafael (FLEET006994845)

Dear Pacific Gas and Electric Company,

City of San Rafael and PG&E have worked together and agreed on a contract under which City of San Rafael purchases electric fleet vehicles and PG&E performs make-ready infrastructure work and, if qualified, provides EV charger rebates and infrastructure incentives.

City of San Rafael has received approval from our internal decision makers and commits to purchase **10** electric vehicles by December 31, 2029. We plan to purchase and deploy the vehicles during the following timeline:

Electric Vehicle Deployment Schedule						
Description	2025	2026	2027	2028	2029	Total
Medium Duty Vehicle	4	4	0	2	0	10

By signing the Letter of Commitment and the Contract, City of San Rafael understands that, in accordance with the section titled '**Vehicle Purchase Plans**', City of San Rafael is responsible for realizing the number and type of EV Fleet vehicles that have been indicated in Exhibit A of the aforementioned Contract regardless of the decision of granting agencies. These vehicles will be domiciled at 111 Morphew St, San Rafael, CA 94901.

If City of San Rafael does not put into operation the number of vehicles stated in the section above, PG&E in its sole discretion may require City of San Rafael to reimburse PG&E for costs incurred by PG&E associated with PG&E's reliance on my commitment to install infrastructure, such as costs of equipment, site design, and installation.

Sincerely,

Signature

Print

Title

City of San Rafael

Company Name

Date

EV Fleet Program Terms and Conditions (“Contract”)

Definitions

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

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

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

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

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

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

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

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

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

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

Customer: The entity participating in the EV Fleet Program that owns, leases, or manages the Premises where the EVSE Packages are installed. Customer will receive the bill for the energy delivered to the EVSE Package.

Specific Terms

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

Ownership: Customer has two options for ownership of EV Supply Infrastructure. Ownership of other components is listed below for reference. Sections in this Contract labeled “Customer Owned EV Supply Infrastructure” or “PG&E Owned EV Supply Infrastructure” will apply depending on the ownership option a Customer selects. Customer should indicate their ownership option in the Cover Letter provided to the customer. All other terms are common to both ownership options.

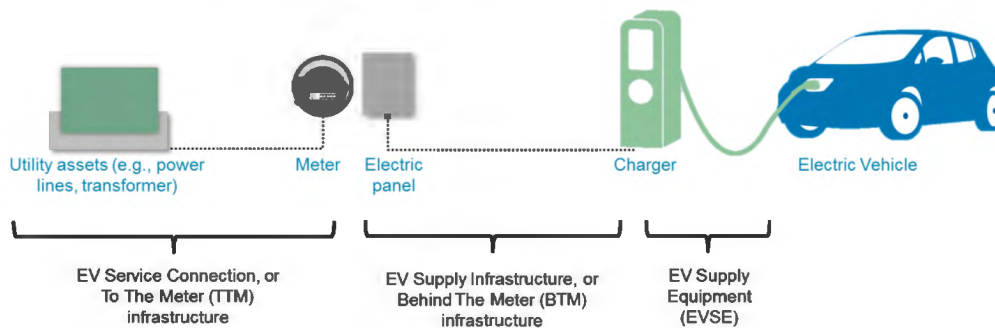
EV Service Connection: PG&E always constructs, owns, operates, and maintains the EV Service Connection when necessary. PG&E may opt to utilize existing infrastructure, including customer-owned conduits, in order to minimize project costs. This will be indicated in the accompanying Preliminary Design. In some cases, the customer may opt to use an existing service connection, in which case no work will be completed by PG&E.

EV Supply Infrastructure: Customer may have two options for EV Supply Infrastructure ownership:

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

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

High level EV infrastructure configuration and terminology



Selection of EVSE Package: Upon approval of application by PG&E, Customer shall select and procure an EVSE Package from the PG&E approved product list. PG&E will share approved product list with Customer. Customer shall install, operate, and maintain the number and type of the EVSE Package, associated equipment, and signage as selected by Customer and approved by PG&E. Customer acknowledges that PG&E makes no representations regarding manufacturers, dealers, contractors, materials, or workmanship of the EVSE Package. Customer agrees that PG&E has no liability whatsoever concerning the quality and safety of such EVSE Package. At PG&E sole discretion, Customer may use an EVSE Package that is not on the approved product list. If EVSE Package is not on the approved product list, EVSE Package must be compliant with minimum requirements. These minimum requirements are attached to this Contract, as applicable. In addition to these requirements, EVSE Package must be ISO15118-ready, with the exception of equipment that will be used to charge off-road vehicles. Customer agrees to provide all information requested by PG&E about non-approved EVSE Packages, including but not limited to technical and safety specifications.

EVSE Rebate: Customer may qualify for a rebate of EVSE, in accordance with the CPUC requirements. Rebate amounts will vary in accordance with the CPUC requirements. Rebates will be paid after (1) Customer provides proof of purchase of EVSE Package, (2) at PG&E discretion PG&E inspects the installation of the EVSE and the physical location, and (3) the EVSE is operational. All EVSE rebate claims must be submitted no later than March 31, 2028. Any EVSE acquired after March 2028 will not be eligible for rebate.

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

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

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

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

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

Billing: Customer will be the PG&E Customer and will be served according to the applicable Rate Plan. As the Customer, Customer will be responsible for paying the PG&E bill.

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

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

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

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

EVSE Replacement: Customer may replace their EVSE during the Term. Customer must notify PG&E ahead of replacement to ensure infrastructure can accommodate the additional load and new EVSE complies with necessary CPUC requirements for the program. If adequate infrastructure does not exist, Customer must request increased capacity in

accordance with the provisions of CPUC filed tariffs such as Electric Rule 16. Any replacements will be at Customer's expense and its liability.

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

If Customer is not the party responsible for purchasing or leasing the vehicles indicated in Exhibit A, they will acquire and provide such proof from the responsible party including the number, type, and charging levels of electric vehicles that will be used at the Premises over time to justify the requested infrastructure. Customer is responsible to provide evidence of vehicle operation and associated charging during this term in accordance with the indicated electrification plans. If vehicles are not operating consistent with the indicated electrification plans, at PG&E discretion, Customer may be responsible for PG&E costs associated with installing the excess infrastructure. This includes costs, as circumstances may dictate, for losses incurred by PG&E on behalf of ratepayers, such as costs of equipment, site design, and installation.

Project Scope: Customer acknowledges that:

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

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

Customer agrees to keep records of all infrastructure and EVSE incentives and rebates received for Customer's EV Fleet project. Customer understands that PG&E may request and review said records up to one year after project completion date. If rebates and incentives received exceed incurred project cost, PG&E may inform all other funding sources, which may include but is not limited to, utilities, state programs, manufacturer, retailer, or other, of the violation, including the name of the Customer, a description of the project, and details regarding the excessive rebates and incentives.

Customer Owned EV Supply Infrastructure Section

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

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

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

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

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

End of Term: At the end of the Term, the Customer will have the following options:

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

PG&E Owned EV Supply Infrastructure Section

Installation of Equipment: PG&E and/or its contractors shall design and construct the EV Service Connection and EV Supply Infrastructure in compliance with the terms of this Contract, as well as all applicable local, state, and federal laws and regulatory requirements. Customer is responsible for providing all disclosures, including but not limited to hazardous materials located at the site of the installation. If an easement is required, PG&E will provide a preliminary layout of proposed facilities to Customer prior to preparation of easement for Customer review and approval; such approval will not

unreasonably be withheld. The easement will be executed and recorded in favor of PG&E so that PG&E may access the EV Service Connection and EV Supply Infrastructure as needed. After Customer approval of the preliminary design, PG&E will coordinate with the Customer if there are any proposed material changes. A final design with no material changes from the agreed upon design will be provided by PG&E prior to any installation activities. PG&E and Customer will approve final design prior to construction beginning. Once design is approved, no material changes will be made without approval from PG&E and Customer. An estimated installation schedule shall be provided by PG&E after execution of required easement and timely selection of EVSE Package. Should the installation schedule require modification, PG&E shall notify Customer within a reasonable amount of time of such changes. PG&E is responsible for the costs to construct the EV Supply Infrastructure. The Customer is responsible for (i) the purchase of the EVSE Package and (ii) installation of the EVSE. Upon completion of installation of the EVSE, the Customer understands and acknowledges that it will be responsible for the O&M of the EVSE installed through the EV Fleet Program. After the EVSE is operational, Customer may request a copy of "as built" designs, which will be provided by PG&E.

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

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

End of Term: At the end of the Term, the Customer will have the following options:

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

General Terms

Permission to Use Data: Customer agrees to allow PG&E and its agents and representatives to use data gathered as part of the EV Fleet Program (including usage data from the EVSE and EVSE performance data supplied directly to PG&E from the EVSP) ("Usage Data") for use in regulatory reporting, ordinary business use, industry forums, case studies, or other similar activities, in accordance with applicable laws and regulations. Usage Data furnished to PG&E by the EVSP will not include any personal information as defined for the purposes of California privacy laws (including the California Privacy Rights Act, as amended ("CPRA")). Any such personal data will be deidentified (as defined by CPRA) before it is provided to PG&E. Notwithstanding the foregoing, Customer acknowledges that PG&E is required to disclose location data at census tract or 5-digit zip code level as part of its regulatory obligations to report aggregate data. Although such locations will not be identified as Customer locations in the aggregated and anonymous data disclosed by PG&E, a third party could potentially associate Customer with disclosed locations by reference to other facts and data sources.

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

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

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

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

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

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

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

Indemnification: Customer shall indemnify, hold harmless, and defend PG&E, its affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of PG&E or Customer; (ii) injury to property or other interests of PG&E, Customer, or any third party; (iii) violation of a local, state, or federal common law, statute, or regulation, including but not limited to environmental laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury, violation, or strict liability (as set forth in (i) - (iv) above) arises from or is in any way connected with Customer's performance of, or failure to perform, this Contract. This indemnification obligation shall not apply to the extent that such injury, loss, or damage is caused by the negligence or willful misconduct of PG&E, its officers, managers, or employees.

Customer shall, on PG&E's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity, using counsel acceptable to PG&E. Customer shall pay all costs and expenses that may be incurred by PG&E in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Contract. PG&E represents and warrants that it has indemnification language in its contract with any third party who PG&E may send to perform work on Customer's physical site. PG&E

agrees to work closely with Customer on any concerns that may arise related to the party who will perform work on Customer's physical site.

Insurance Requirements: Customer shall procure, carry, and maintain the following insurance coverage, and Customer is also responsible for its Subcontractors maintaining sufficient limits of the appropriate insurance coverage:

A. Personal Liability

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

B. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance or self-insurance indicating compliance with any applicable labor codes, acts, laws, or statutes, state or federal, where Customer performs Work.
2. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death in each accident.

C. Commercial General Liability

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

D. Documentation Requirements

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

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

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

Enforceability: If any of the provisions, or application of any of the provisions, of this Contract are held to be illegal or invalid by a court of competent jurisdiction, PG&E and Customer shall negotiate an equitable adjustment in the provisions of



this Contract with a view toward effectuating the purpose of this Contract. The illegality or invalidity of any of the provisions, or application of any of the provisions, of this Contract will not affect the legality or enforceability of the remaining provisions or application of any of the provisions of the Contract.

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

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

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

If to PG&E:

Pacific Gas and Electric Company
Attn: EV Fleet Program Manager
300 Lakeside Drive
Oakland, CA 94612
Email Address: EVChargeNetwork@pge.com

If to Customer:

(Company Name)
(Street Address)
(City, Zip)
(Name)

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

City of San Rafael _____ Company Name	Pacific Gas and Electric Company _____ PG&E Company Name
_____ Signature	_____ Signature
_____ Print	_____ Print
_____ Title	_____ PG&E Contract Signer Title
_____ Date	_____ Date

EXHIBIT A

PROJECT SCOPE

111 Morpew St, San Rafael, CA 94901

Vehicle Summary

Description	2025	2026	2027	2028	2029	Total
Medium Duty Vehicle	4	4	0	2	0	10

Charger (EVSE) Summary

Description	2025	2026	2027	2028	2029	Total
16.6 kW	4	2	0	0	0	6 EVSEs
196 kW	2	0	0	0	0	2 EVSEs
Anticipated Load (kW)	458.4 kW	33.2 kW	0 kW	0 kW	0 kW	492 kW

Please note that your project was scoped based on the make, model, and power level of your EV chargers, as described in the preliminary design. Changes to your EV charger selection may impact the charger load of your project. **If you would like to change your charger selection, please consult with your Project Manager before charger purchase so they can ensure the alternative chargers will be compatible with your project's design.** PG&E reserves the right to recover additional costs associated with any changes you request to your project scope.

Service Description	
Main Service Size (Amps)	2500 (over-sized)
Voltage and Phase	277/480V Three Phase

Max Load Table

Customer must adhere to the load profile provided below. If the customer desires to increase their load or modify their hours of use, an application must be submitted to PG&E's Service Planning department. Failure to meet these guidelines may jeopardize reliable operation of the electric system. If EV charging exceeds these values and causes damage to PG&E facilities, the customer will be financially liable for the cost of repairs.

	2024	2025	2026	2027	2028
Cumulative # of Vehicles Deployed:	-	4x MD Vehicle	8x MD Vehicle	8x MD Vehicle	10x MD Vehicles
Cumulative # of Chargers Installed:	-	2x 196 kW 4x 16.6 kW	2x 196 kW 6x 16.6 kW	2x 196 kW 6x 16.6 kW	2x 196 kW 6x 16.6 kW
Cumulative Charging Equipment Load Installed (kW):	-	458	492	492	492
Hour Starting At (24 hours)	kW Max Load	kW Max Load	kW Max Load	kW Max Load	kW Max Load
0:00	0	458	492	492	492
1:00	0	458	492	492	492
2:00	0	458	492	492	492
3:00	0	458	492	492	492
4:00	0	458	492	492	492
5:00	0	458	492	492	492
6:00	0	458	492	492	492
7:00	0	458	492	492	492
8:00	0	458	492	492	492
9:00	0	458	492	492	492
10:00	0	458	492	492	492
11:00	0	458	492	492	492
12:00	0	458	492	492	492
13:00	0	458	492	492	492
14:00	0	458	492	492	492
15:00	0	458	492	492	492
16:00	0	458	492	492	492
17:00	0	458	492	492	492
18:00	0	458	492	492	492
19:00	0	458	492	492	492
20:00	0	458	492	492	492
21:00	0	458	492	492	492
22:00	0	458	492	492	492
23:00	0	458	492	492	492

Appendix A

PG&E EV FLEET PROGRAM PARTICIPANT DATA REPORTING REQUIREMENTS

EV Fleet program participants are required to provide site, equipment, and utilization data for at least 5 years from the time chargers are operational. Sites are required to install chargers with Application Program Interface (API) communication capability.

Below are the data and metrics that may be collected by PG&E through the API. PG&E will contact EVSPs after EVSEs are activated to initiate API testing. Upon activation, Customer must give consent to their EVSP to provide API data to PG&E and its agents and representatives.

Customer agrees to receive and respond to customer surveys throughout the project lifecycle including post-installation, upon request of PG&E or an associated party.

Off-road vehicles: Sites with off-road vehicles are excluded from API requirements but must install a separate meter that is dedicated for EV charging. In addition, due to the need for PG&E to report charger usage data to the CPUC, no form of generation or distributed generation (including solar and battery storage) may be installed onto this meter panel until five years after the date of project activation.

Table 1. Data collected from API

Category	Metrics
Site	<ul style="list-style-type: none"> Pricing Structure (\$/kWh, \$/hour, subscription, free, flat fee, other) (for public charging stations only) Street Address City State Zip Code
Equipment	<ul style="list-style-type: none"> EVSE Manufacturer EVSE Model EVSE Model number EVSE Serial Number EVSE ID (for public charging stations only) Demand Max (Maximum rated kW for each EVSE) Number of ports on associated EVSE Gateway or non-gateway
Sessions Data for each charging session that occurs at the site	<ul style="list-style-type: none"> Maximum rated kW of each port Start date and time of session End date and time of session Equipment outages Reason for outage Date and time of when outage started Date and time of when outage ended Number of kWh consumed during the session Average demand (kW) per session Maximum demand (kW) per session Total dollar amount charged to the driver for the charging session (for public charging stations only) Demand charge (\$/kW) (for public charging stations only) Payment type (for public charging stations only) Anonymous unique driver ID for each driver/user Vehicle Make Vehicle Model Vehicle Year Vehicle Type (BEV, PHEV)
Session Intervals 15-minute interval data for each charging session	<ul style="list-style-type: none"> Start date and time of interval End date and time of interval Number of kWh consumed during the session interval Average demand (kW) per session interval Maximum demand (kW) per session interval
Port Intervals 15-minute interval data for each port each day (96 intervals/port/day)	<ul style="list-style-type: none"> Start date and time of interval End date and time of interval Number of kWh consumed during the interval Average demand (kW) per interval Maximum demand (kW) per interval



***Pacific Gas and
Electric Company®***

Clean Energy Transportation
Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612

Appendix B

CPUC'S SAFETY REQUIREMENTS CHECKLIST FOR CPUC-APPROVED TRANSPORTATION ELECTRIFICATION PROGRAMS

SAFETY REQUIREMENTS CHECKLIST FOR CPUC-APPROVED TRANSPORTATION ELECTRIFICATION PROGRAMS

[Note: Each sponsoring utility must ensure that the following Pre-construction, Construction, and Operational standards are met and report on their compliance at quarterly Program Advisory Council meetings. These requirements are the minimum safety precautions the utilities should meet.]

Terminology Defined¹

Acronym	Definition
EV	Electric Vehicle
UL	Underwriters Laboratory
EVSE	Electric Vehicle Supply Equipment safely connects the AC electricity grid at a site to the EV. Sometimes used more broadly to refer to the charging equipment, not including the make- ready infrastructure or other charging infrastructure. May include multiple connectors to charge several EVs or to serve EVs with different types of connectors (e.g., SAE CCS and CHAdeMO)
SAE	Society of Automotive Engineers
ADA	Americans with Disabilities Act
AHJ	Authority Having Jurisdiction, as defined by Article 100 of the 2017 National Electric Code: An organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, an installation, or a procedure. ²
J-1772 Standard	An SAE standard for electrical and physical interface to facilitate a safe connection from the EVSE for conductive charging

¹ See D.18-01-024 at Appendix A.

² 2017 NEC Article 100, Definitions, includes an informational note regarding AHJ: "The phrase 'authority having jurisdiction' or its acronym AHJ, is used in National Fire Protection Association (NFPA) documents in a broad manner, since jurisdictions and approval agencies vary, as do their responsibilities. Where public safety is primary, the authority having jurisdiction may be a federal, state, local, or other regional department or individual such as a fire chief; fire marshal; chief of a fire prevention bureau, labor department, or health department; building official; electrical inspector; or others having statutory authority. For insurance purposes, an insurance inspection department, rating bureau, or other insurance company representative may be the authority having jurisdiction. In many circumstances, the property owner or his or her designated agent assumes the role of the authority having jurisdiction; at government installations, the commanding officer or departmental official may be the authority having jurisdiction."

Acronym	Definition
Level 1 Charging	Charging via AC electrical connection at 120 volts and up to 16 amps, or 1.9 kW.
Level 2 Charging	Charging via AC electrical connection at 208 volts or 240 volts at up to 80 amps.
DC Fast Charging	Charging via DC electrical connection using off-board AC/DC equipment at a fast rate. Not all EVs have this connector.
CHAdEMO and/or CCS Charging Connector Standards	There are three types of standard charging connectors for Direct Current Fast Charging. Vehicles capable of DC fast charging will have one of these ports on the vehicle. Other nonstandard connectors include Tesla and BYD. Most public DCFC currently deployed in California includes standard CHAdEMO and/or CCS Type 1 charging connectors.
IOU(s)	Investor Owned Utility(ies)
EVITP Training	The Electric Vehicle Infrastructure Training Program provides electricians with training for the installation of EVSE. EVITP is a collaboration of industry stakeholders, including automakers, EVSE manufacturers, educational institutions, utility companies, and electric industry professionals. More information is available at https://evitp.org .
NRTL	Nationally Recognized Testing Lab

Pre-construction: These EV charging equipment safety requirements must be specified in procurement documents:

1. Charging equipment must be certified by a Nationally Recognized Testing Lab (NRTL).
2. Infrastructure must comply with applicable safety performance requirements associated with the type of TE infrastructure being installed.
 - For light-duty vehicles, compliance with the Society of Automotive Engineers (SAE) J-1772 Standard for Level 1 or Level 2 charging. Compliance with CHAdEMO and CCS for DC fast charging would be appropriate evidence of compliance with this requirement.
 - For other types of TE infrastructure, including any non-standardized EVSE, the following basic connector safety measures will be required:
 - A passing EVSE safety performance evaluation report performed by a Nationally Recognized Testing Lab (NRTL);
 - When not connected, the vehicle inlet and the EVSE connector must be designed to prevent direct contact with any live components;
 - The vehicle inlet and EVSE connector shall be free of sharp edges and potentially injurious protrusions;
 - The coupler between the vehicle and the EVSE should avoid or mitigate any potentially hazardous conditions such as fires, electrical shock to users, or other personal injuries.
3. Infrastructure and its planned installation must comply with California Electrical Code Article 625.¹
4. Infrastructure and its planned installation must comply with the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq., and California Building Code Chapter 11B,² if applicable, per the AHJ where the EVSE will be installed, unless the appropriate waiver is obtained from local authorities.

¹ California Electrical Code Article 625 covers Electric Vehicle Charging System safety and standards as installed in place. California Code of Regulations, Title 24, Article 625.

² California Building Code Chapter 2 includes definition associated with electric vehicle charging stations. CBC Chapter 11B defines requirements for 'Accessibility to Public Buildings, Public Accommodations, Commercial Buildings, and Public Housing.'

5. Outdoor-mounted EVSE must be rated to be installed for outdoor use.
6. For utility infrastructure work on the customer side of the meter, contractors must provide proof of EVITP Certification prior to construction.
7. Contractors must provide the utility proof of a full site assessment, including the appropriate load calculations to ensure existing infrastructure can accommodate additional EV load, or that appropriate infrastructure upgrades will be completed.

During Construction:

1. All utility infrastructure work on the customer side of the meter not performed by employees of the IOUs shall be performed by fully licensed electricians. For commercial installations, all electrical contractors should hold a valid C-10 contractor's license.
2. Installations will be designed per Article 625 of the California Electrical Code.

Operational Safety:

1. Overcurrent protection associated with utility transformers and distribution circuits that feed power to the charging stations.
2. Overcurrent protection in the meter pedestal/circuit breaker panel that feeds each of the charging stations.
3. Bollard equipment protection installed where appropriate as defined by utility design standards and AHJ requirements.
4. Concrete parking stops to protect equipment where appropriate as defined by utility design standards and AHJ requirements.

December 12, 2024

PG&E's EV Fleet Program Oversized Switchgear Acknowledgement

PG&E's EV Fleet Program has agreed to allow **City of San Rafael (FLEET006994845)** to install a switchgear that exceeds the load outlined in Exhibit A of the EV Fleet Contract. PG&E will agree to adjust its EVSE Supply Infrastructure to accommodate the increased switchgear capacity, at PG&E's expense to be paid out of EV Fleet Program funds, on the terms set forth below.

By signing this document, **City of San Rafael (FLEET006994845)** acknowledges the following:

1. The additional switchgear capacity must solely be used for the purpose of supplying power to future electric vehicle charging load as dictated by the California Public Utilities Commission in Decision 18-05-040. If the Customer fails to comply with this guidance, PG&E in its sole discretion may require the Customer to reimburse PG&E for additional costs incurred by PG&E to accommodate the larger switchgear, such as costs of equipment and installation, that PG&E determines were not eligible for EV Fleet Program funding.
2. PG&E will only energize the capacity required to supply the charging load required for EV charging as outlined in Exhibit A of the Contract. Future service capacity expansion requests must be made directly to PG&E's Service Planning department. Such expansions are not funded by the EV Fleet Program, and consequently any additional service capacity equipment, installations or related work performed outside of the EV Fleet Program will be at the Customer's expense and its liability.
3. The cost of the switchgear is not eligible for EV Supply Infrastructure Incentives and will be excluded from any incentive calculations.

Signature

Company Name

Print Name

Date

Title