



Report to the City Council
Council Meeting of August 9, 2016

Agenda Section: New Business

Subject: Provide Direction Regarding the Negotiation of a Site Agreement with EVgo for Electric Vehicle Charging Stations at Oak Street Parking Lot

CEQA Status: Not a CEQA Project

Prepared By: Tobias Barr, Public Works Project Manager *T Barr*
Steven Palmer, PE, Director of Public Works/City Engineer

Approved By: Jennifer Phillips, City Manager *J Phillips*

BACKGROUND

In supporting efforts to promote clean alternative fuel transportation choices for St Helena residents and visitors, City Staff has been pursuing ways to install electric vehicle fueling stations in the City. Previously the City had to turn down a grant for a free charging station unit because of the high infrastructure costs and the uncertainty of ongoing management and maintenance of the charging stations. In addition to the cost of owning and maintaining charging stations, there is uncertainty regarding the rapid pace of change and advancement of electric vehicles and charging technologies. For example, many Model Year 2017 electric vehicles will have 200 miles of range or more with battery pack sizes of 60 kWh's or larger. Given these advancements, there are concerns that current charging standards may not be as relevant as other available technology. For example the most widely used charging power level is known as Level 2 charging, and is generally powered at 6.6 kW. The 6.6kW power level will require an electric car with a 200 miles range to be plugged in for 8 hours or more to reach a full charge, if plugging in with an empty battery. For most drivers this isn't practical and from City Staff's perspective not ideal for a public parking location which experiences high turnover because a Level 2 charger potentially would only service a few users on any given day and occupy valuable downtown parking spaces for long periods of time.

The more appropriate technology to serve existing and future electric vehicles is DC Fast Charging, which is the most rapid charging system available. DC Fast Charging equipment currently deploys 50kW of power, which can charge an electric vehicle in about 30 minutes. This provides more convenience to electric vehicle drivers and allows a single parking space to be used by multiple users per day. City Staff believe that installing DC Fast Chargers at the Oak Street Parking lot in conjunction with the Downtown Restroom

Project would be the most practical and forward thinking strategy for the City. DC Fast Charging would allow residents, visitors and those who work in St Helena who drive electric vehicles or want to drive electric vehicles to quickly charge up in about 30 minutes or less. This optimizes the use of parking at Oak Street as a single parking space would easily service multiple users per day. City Staff evaluated the cost of installing DC Fast Charging and learned the following:

- DC Fast Charging Requires 3 phase 480 Volt Power, which is available on Oak Street but would require trenching across Oak Street as well as a new power pole and transformer be installed to provide electrical service.
- DC Fast Charging Units, depending on the quality, range from \$35,000-\$55,000.
- The costs of maintaining and managing fast charging infrastructure are not well known.
- Staff anticipated that two DC Fast Chargers would be ideal and estimated the cost of installation to range from \$120,000-\$150,000, possibly more.

Given these costs and the concerns about managing and maintaining charging infrastructure, City Staff determined that attracting a partner who could install, maintain, and manage charging infrastructure would potentially be the best option for the City. City Staff developed a Request for Proposals (RFP) to attract qualified parties such as an Electric Vehicle Service Provider, whose core business is to supply electric vehicle charging infrastructure. Electric Vehicle Service Providers (EVSP) are a new business that have been active since electric vehicles starting being sold in California in 2010. These companies are similar to traditional fuel providers, such as Chevron or others, with the exception that electrical infrastructure allows EVSPs to set up charging stations wherever there is power and parking available. Most EVSPs provide the most modern and practical charging infrastructure including DC Fast Charging, and locate them in public areas along major travel routes with commercial activity and high turnover. It was Staff's opinion that the Oak Street parking lot would be an attractive location and on June 10, 2016 Public Works Staff released an RFP requesting interested EVSPs provide proposals for providing charging infrastructure at the Oak Street parking lot in St. Helena.

DISCUSSION

Staff received three proposals (attached) from three different EVSPs, ChargePoint, CarCharging, and EVgo. Given the emerging and startup nature of the EVSP industry, proposers were allowed to propose any partnership they found appropriate. The proposal from ChargePoint proposed the City pay for the system outright and purchase the equipment from ChargePoint. CarCharging proposed a cost share partnership without any cost sharing details other than they would supply a charging station and split profits with the City. EVgo proposed a turnkey proposal in which they install two DC Fast Charging Stations with the possibility of also installing a single Level 2 station at no cost to the City.

Selecting ChargePoint would require the City to purchase and install the charging equipment. The proposal from CarCharging requires the City to install the chargers provided by CarCharging and provides for 50% revenue sharing with the City. Their current pricing plan is \$12.00 per 30-minute charging session.

The proposals from ChargePoint and CarCharging would require an initial investment by the City in excess of \$80,0000. Given that the City has no budget for installing charging equipment, City Staff favors EVgo's turnkey proposal. EVgo provides up to date equipment that serves all electric vehicles currently being sold and handles all management and maintenance of the charging stations. They currently own and maintain the largest network of DC Fast Chargers in North America. EVgo requires the City to negotiate and enter into a Site Agreement, which would be for a minimum of 7 years. Following the execution of the Site Agreement, EVgo would work with Public Works and the Building Department to pull all appropriate permits and then construct the charging station facility. The City's only responsibility would be to make an effort to enforce the electric vehicle only parking at the charging stations. Electric vehicle drivers who wish to use the charging stations would be required to pay EVgo's standard rates. The transaction requires users who are not already EVgo members to use the credit card kiosk co-located with the charging stations, or call the 800 number and provide a credit or debit card to remotely activate the charging station. Those drivers who are already EVgo members simply swipe their EVgo card, which is linked to their credit or debit card, and the station is activated.

EVgo offers three different pricing plans. It's important to note that pricing is not a negotiable term with EVgo as pricing is set by region and does not vary from charger to charger. EVgo's current pricing plan is below.

EVgo Current Pricing Plans			
	On-The-Go	Level 2	Flex
Monthly Fee	\$14.95	\$5.95	None
DC Fast Charging	\$0.10/min.	\$4.95 session + \$0.20/min.	\$4.95 session + \$0.20/min.
Level 2 Charging	\$1.00/hr.	\$1.00/hr.	\$1.50/hr.
Set Up Fee	None	None	\$4.95
Early Termination	\$29	\$29	NA

Staff found EVgo's pricing to be competitive with the EVSP industry. For example, a EVgo customer charging for 30 minutes using Flex plan pricing would spend \$10.95. CarCharging, which pricing structure is based by the kWh, ranges from \$0.59/kWh for members and \$0.69/kWh for non-members. Assuming a user would use 25kWh's in a 30 minute charging session, the cost for charging with a CarCharging station is \$14.75 for members and \$17.25 non-members.

The Site Agreement proposed by EVgo has not been reviewed in detail by City Staff or the City Attorney. The basic business points are that the City will dedicate two to three parking spaces to be used only by vehicles using the EVgo charging stations and enforce this parking restriction. EVgo will provide, install, and maintain the electric vehicle charging stations at no cost to the City. EVgo will manage all customer payments. The City received no direct compensation in exchange for the use of the two to three parking spaces needed for the electric vehicle charging facility. The most direct benefit to the City is that drivers using the proposed charging stations will visit downtown businesses and purchase goods while they are waiting for their vehicle to complete charging.

FISCAL IMPACT

The current proposal from EVgo will have little or no fiscal impact to the City. EVgo will pay for 100% the cost of the project and will purchase all energy from PG&E to power the stations. The City would possibly need to increase parking lot patrols and ticket writing at the Oak Street parking lot, but the fiscal impacts of such activities are difficult to predict.

RECOMMENDED ACTION

Direct Staff to negotiate a Site Agreement with EVgo for approval at a future City Council meeting.

ATTACHMENTS

1. Proposals from EVSPs
2. EVgo Proposed Site Agreement



Cover Letter

Mr. Tobias Barr, Public Works Project Manager
City of St. Helena Public Works Department
1480 Main Street
St. Helena, CA 94574
tbarr@cityofsthenelena.org
(707) 968-2746

June 17, 2016

Subject: City of St. Helena RFP

Dear Mr. Barr,

On behalf of Car Charging Group, Inc. ("CarCharging"), please accept this submission in response to the City of St. Helena's Request for Proposal ("RFP") from qualified vendors that could provide the City of St. Helena turnkey installation, operation, maintenance and management of Public Level 2 and Direct Current Fast Charging Stations at 1301 Money Way, in St. Helena. As the nation's leading electric car charging service owner, operator, and provider since 2009, CarCharging has a proven track record of success and is uniquely positioned to be the solution in the United States for this project. CarCharging supports EV adoption while improving air quality and decreasing greenhouse gas emission by providing the widespread availability of public EV charging stations throughout the United States.

In addition to direct sales of Electric Vehicle Charging Stations, CarCharging provides comprehensive turnkey and partnership programs to public, commercial and residential property owners for EV charging services. By providing EV charging services to property owners and removing their responsibility for equipment maintenance, billing or customer service issues, CarCharging provides their clients with a risk-free, peace of mind experience. CarCharging offers the widest possible charging solution and has a widespread availability of more than 5,500 commercial charging stations in 36 States and Canada.

CarCharging supports various EV charging speeds and needs. CarCharging's Blink Level 2 pedestal and wall mounted electric vehicle charging stations are well suited for any commercial or public location and the J1772 connector is compatible with Electric Vehicles sold in the United States including the Audi A3 E-Tron, BMW i8, BMW i3, BMW X5 xDrive40e, Cadillac ELR, Chevy Volt , Chevy Spark, Fiat 500e, Ford Fusion Energi, Ford C-Max Energi, Ford Focus Electric, Hyundai Sonata PHV, Kia Soul EV, Mercedes Benz B-Class 250ED, Mercedes BenzS550 PHEV, Mitsubishi i-MiEV, Nissan Leaf, Porsche Cayenne S-E, Porsche Panamera S-E, Porsche918 Spyder, Smart Fortwo Electric Drive, Tesla Model S, Tesla Model X, Volvo XC-90 PHV, Volkswagen e-Golf, as well as many others scheduled for release over the next few years. CarCharging's Blink DC Fast Chargers deliver the fastest EV charging rate currently available – capable of providing a full



charge in fewer than 30 minutes. The Blink DC Fast Charger is outfitted with a CHAdeMO compliant EV connector.

CarCharging provides a superior charging E-mobility experience and convenient access of EV charging stations via internet, mobile app, email, and phone options. Signing up for Blink Membership is free and simple via these same channels and can be completed instantaneously. These access points are further supported by our in-house, single-point of contact Customer Support center that is available to assist drivers, retailers, and station hosts 7 days a week.

Blink electric vehicle charging stations in combination with the Blink Network offer management features that allow for central control of multiple functions such as real-time monitoring of usage and access; collection of data; and (if purchased) the ability for Bank of America to set and collect fees. The Blink Network provides hosts with consolidated and customizable station information and the ability to manage and review the data as necessary. The City of St. Helena can access a wealth of information via customizable gauges and dashboard that will provide real time data pertaining to the EV and Blink charging stations.

CarCharging supports interoperability amongst EV charging networks. We are a founding member of ROEV, an EV industry trade association created to increase EV adoption by enabling charging network interoperability in the US. ROEV will make it possible for drivers to use a participating new or existing EV charging network account to conveniently access charging stations across multiple charging networks.

CarCharging has significant experience with the launch and ongoing participation in charging programs offered by other leading EV manufacturers, including Nissan's No Charge to Charge ("NCTC") and Kia's Charge Up programs. Through these programs, EV drivers are easily able to access EV charging stations on multiple charging networks, including Blink Network, from a single access card. CarCharging's experience rolling out, managing, and providing special driver offers as part of these programs will be a benefit to the City of St. Helena should CarCharging be selected for this project.

More detailed information about CarCharging and our offerings are included, however, should you need any additional information, please do not hesitate to contact me. Thank you for the opportunity to provide a response.

Sincerely,

Ted Manser, Grants Manager
Car Charging Group, Inc.
(305) 521-0200 ext. 223
tmanser@carcharging.com

Car Charging Group, Inc. DBA Blink Network, LLC
Attention: Ted Manser, Grants Manager
1691 Michigan Ave., Suite 601
Miami Beach, FL 33139
(305) 521-0200 x 223

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City of St. Helena
Request for Proposal
Electric Vehicle Charging Equipment
Due: June 30, 2016



Proposed Partnership Models

CarCharging proposes the following to the City of St. Helena for the installation of one (1) Blink Level 2 Electric Vehicle Charging Station and one (1) Blink DC Fast Charging Electric Vehicle Charging Station at 1301 Money Way, in St. Helena, California:

Cost Share: The City of St. Helena could partner with CarCharging under a revenue share model whereby CarCharging will provide, own, operate and maintain the charging stations for a period of seven years. The City of St. Helena will pay the installation costs including all labor and infrastructure costs. The City of St. Helena will pay for the electricity used by the charging stations. CarCharging shall remit to the City of St. Helena forty (40%) of the net revenue generated by the equipment, which shall include but not be limited to, the gross revenue generated by electric vehicle charging fees and advertising, minus (i) any and all taxes, (ii) eight percent 8% transaction fees, and (iii) \$18.00 per charger, per month in network/connectivity fees related to the operation of the Equipment (the "Revenue Payment"). Any unpaid fees shall accrue to the next month.

Please see sample agreement attached.

What is the fee to charge at a Blink Level 2 station?

State	Blink Member	Blink Guest
California	\$0.49/kWh	\$0.59/kWh

What is the fee to charge at a Blink DC Fast Charging station?

State	Blink Member	Blink Guest
California	\$0.59/kWh	\$0.69/kWh

CarCharging is a proponent of kWh pricing because it is usage-based and EV drivers pay fees based on the actual amount of power consumed during the charging session rather than the amount of time that the car is plugged into the station. Time-based charging fees are rounded up to the nearest 30-second interval.

Project Schedule: If selected by the City of St. Helena, CarCharging will manage the installation of the charging equipment. Upon installation, the units will be tested and commissioned. Once the units are commissioned, their exact location will be available on EV charging station map(s) and mobile phone application(s) so that they may be located and utilized by EV drivers.

CarCharging uses local, licensed, electricians to perform installations and maintenance thereby creating green jobs in the communities we serve. Employees and contractors who have been trained and certified by CarCharging and who are licensed in the State of California are available to perform installations and maintenance services. All of CarCharging's installations are performed in compliance with all applicable laws and regulations

CarCharging's implementation of the Project will require completion of the following projected

Car Charging Group, Inc. DBA Blink Network, LLC
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1691 Michigan Ave., Suite 601
Miami Beach, FL 33139
(305) 521-0200 x 223

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City of St. Helena
Request for Proposal
Electric Vehicle Charging Equipment
Due: June 30, 2016



milestones: *

1. **Project Administration (month 1)** - Once an agreement is executed between CarCharging and the City, it is estimated that it will take 60-90 days for all permitting to be completed.
2. **Finalize Agreements (month 1)** – CarCharging staff will execute agreements with sub-contractors and establish project accounting/billing procedures. This milestone can be executed simultaneously with Project Administration.
3. **Finalize Site Plan/Engineering Design (month 1)** – CarCharging and its sub-contractors will evaluate the properties and identify optimal locations for the installation of charging stations. We will use local licensed electricians to obtain the necessary permits and add any required additional capacity to the electric panels in order to accommodate future growth. All EV charging station installations are completed in compliance with state and local codes and regulations.
4. **Equipment Installation (month 2)** - It is estimated that upon delivery of the equipment and obtaining final permit approval, CarCharging can complete the construction/installation activities within 2-3 weeks. Upon installation, the units will be commissioned and tested by CarCharging. Once the units are commissioned, the EV charging station location(s) and detail(s) will be available on EV charging station map(s) and mobile phone application(s) so that drivers may find and utilize the stations. CarCharging will furnish and install all material, equipment, and labor for EVSE station signage and pavement markings.
5. **Invoice Submission (month 3 / As charging stations go “live”)** – Under option two, CarCharging will manage the installation of the charging stations and the supporting infrastructure and will then invoice the City when the charging stations are “live” and available for use. The City will reimburse CarCharging within 30 days of receiving the invoice.
6. **EVSE Operations, Service and Maintenance Program (ongoing)** – CarCharging and/or its designated local subcontractor(s) will implement the Operations, Service and Maintenance Program for the life of the Project. Units that are not working, that do not pose a safety hazard, will be repaired and available for public use within 10 business days. CarCharging handles all service and maintenance issues including all parts and labor for all installed Equipment.
7. **Data Collection and Reporting (ongoing)** – CarCharging staff will provide:
 - Electric vehicle charging station usage reports on a monthly basis;
 - Real-time access to online reports;
 - An annual preventative maintenance schedule at the beginning of each contract year

* Please note, that each task in the timeline may vary depending on the following factors: (a) local permitting procedures, (b) complexity of installations, and (c) infrastructure construction requirements.

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City of St. Helena
Request for Proposal
Electric Vehicle Charging Equipment
Due: June 30, 2016



Exhibits

CarCharging is the largest owner, operator, and provider of electric vehicle charging stations in the United States: Founded in Delaware in 2009, Car Charging, Inc. ("CarCharging") (OTCQB: CCGI) (DUNS Number: 026913370 / EIN: 03-0608147) is a publicly traded company and sells, owns, and operates Electric Vehicle ("EV") charging stations and services. CarCharging owns and operates the Blink Network, the software that operates, monitors, and tracks Blink EV charging stations status and all of the associated charging data. Headquartered in Miami Beach with offices in Phoenix, AZ, and Los Gatos, CA, CarCharging's business model is designed to accelerate the adoption of public EV charging.

CarCharging enables EV drivers to easily recharge at thousands of locations throughout the United States and highly concentrated top Metropolitan Statistical Areas ("MSAs"): CarCharging has an extensive network of EV charging stations, offers the widest possible charging solution, and operates more than 5,500 commercial Level 2 and DC Fast charging stations at numerous property types in 36 states and two countries. CarCharging has strategic partnerships across many industries, including car dealers, airports, healthcare/medical, hotel, mixed-use, municipal locations, multifamily and condo, parks and recreation areas, parking lots, religious institution, restaurants, retailers, schools and universities, stadiums, supermarkets, transportation hubs, and workplace locations, etc.



Blink EV charging stations are highly concentrated in some of the top MSAs and cities for electric cars, including:

- Atlanta, GA
- Dallas, TX
- Houston, TX
- Knoxville, PA
- Los Angeles, CA
- Philadelphia, PA
- Phoenix, AZ
- Nashville, TN
- Portland, OR
- San Diego, CA
- San Francisco Bay Area, CA
- Seattle, WA



A sample of CarCharging's Blink station hosts include, but are not limited to:

- Arizona State University
- City of Azusa (CA)
- City of Chula Vista (CA)
- City of Long Beach (CA)
- City of Portland (OR)
- City of Tucson (AZ)
- Cracker Barrel
- Facebook
- Federal Realty
- Fred Meyer Stores
- Fry's Food & Drug
- IKEA
- Kroger Company
- Portland State University
- Ralph's Grocery Company
- Sears
- W Hotel Seattle

CarCharging is "technologically agnostic" and owns, manages, and operates EV charging stations from various manufacturers and on various networks: CarCharging is committed to creating a robust, feature-rich network for EV charging, and uses state-of-the-art equipment that is consistently upgraded in response to the evolving EV industry. CarCharging supports various EV charging needs and speeds. While CarCharging manufactures the Blink EV charging stations and owns Blink Network, CarCharging is "technology agnostic". CarCharging owns and operates charging stations from various other manufacturers on various networks and is not, in contrast to our competitors, dependent on any single manufacturer. CarCharging owns and operates EV charging equipment manufactured by Blink, Aerovironment, ChargePoint, Efacec, General Electric, Nissan, and SemaConnect. The Blink Level 2 and DCFC stations operate on the Blink Network as well as with other network services via OCPP V1.6.

CarCharging serves as a leader in EV charging interoperability: CarCharging is committed to improving the EV charging experience for drivers. CarCharging is a founding member of ROEV, an EV industry trade association created to increase EV adoption by enabling charging network interoperability in the US. ROEV will make it possible for drivers to use any participating new or existing EV charging network account to conveniently access charging stations across multiple charging networks.

CarCharging is also a network participant in Nissan's No Charge to Charge ("NCTC") and Kia's Charge Up program. EV drivers are easily able to access EV charging stations on multiple charging networks, including Blink Network, from a single access card. CarCharging's experience rolling out, managing, and providing special driver offers as part of these charging programs will be a benefit to the City of St. Helena should CarCharging be selected for this project.



CarCharging's extensive footprint of Blink Level 2 EV charging stations are compatible with Electric Vehicles sold in the United States, including the Audi A3 E-Tron, BMW i8, BMW i3, BMW X5 xDrive40e, Cadillac ELR, Chevy Volt, Chevy Spark, Fiat 500e, Ford Fusion Energi, Ford C-Max Energi, Ford Focus Electric, Hyundai Sonata PHV, Kia Soul EV, Mercedes Benz B-Class 250ED, Mercedes BenzS550 PHEV, Mitsubishi i-MiEV, Nissan Leaf, Porsche Cayenne S-E, Porsche Panamera S-E, Porsche918 Spyder, Smart Fortwo Electric Drive, Tesla Model S, Tesla Model X, Volvo XC-90 PHV, Volkswagen e-Golf, as well as many others scheduled for release over the next few years.

CarCharging's Blink DCFC stations transfer a high voltage (typically 400-500 volt or 32-100Kw, depending on the electrical current) of direct current to vehicle batteries and typically, enable eligible vehicle to fully charge within 20-40 minutes. Blink DCFC's are compatible with Electric Vehicles sold in the United States, including the Honda Fit EV, Kia Soul EV, Mitsubishi i-MiEV, Mitsubishi Minicab MiEV, Mitsubishi Outlander P-HEV, Nissan LEAF, Nissan e-NV200, Peugeot Partner EV, Subaru Stella EV, Tesla Model S, Tesla Model X, Toyota eQ, Zero Motorcycles, as well as many others scheduled for release over the next few years.

Blink Network: In conjunction with the EV charging stations, the Blink Network collects station data and offers features that allows the central control of multiple functions, such as real-time monitoring of usage and access. The Blink Network provides hosts with consolidated and customizable station information and the ability to manage and review the data as necessary. The City of St. Helena can access a wealth of information via customizable gauges and dashboard that will provide real-time data pertaining to the EV and Blink charging stations. Remote real-time monitoring and diagnostics of the charging stations status are enabled by the Blink Network for superior quality of service.

Authentication: The Blink Network supports key cybersecurity controls such as authentication, authorization, accountability, confidentiality, and integrity by storing sensitive financial information on a secure database in the back office. All sensitive data is encrypted while being transmitted. CarCharging offers robust hardware and over the past three years, has had a network uptime of 99.9%.

Electric Vehicle Driver have multiple access options to Blink Network: Blink's commercial EV chargers are linked to the Blink Network via the Internet, which enables EV drivers access to advanced options via the Blink Network website (www.BlinkNetwork.com) or the free [Blink Mobile](#) web enabled iPhone, iPad, iPod touch and Android cell phone and tablet applications. Drivers can pinpoint EV charging station locations and detailed station information, including real-time availability, initiate charging sessions, receive charging status updates, define default charging locator settings using GPS or default zip code, and access their Blink member account.

Search & Find: EV charging stations on the Blink Network are easy to locate via various maps and mobile applications. Detailed charging station information is primarily available through the [Blink](#)



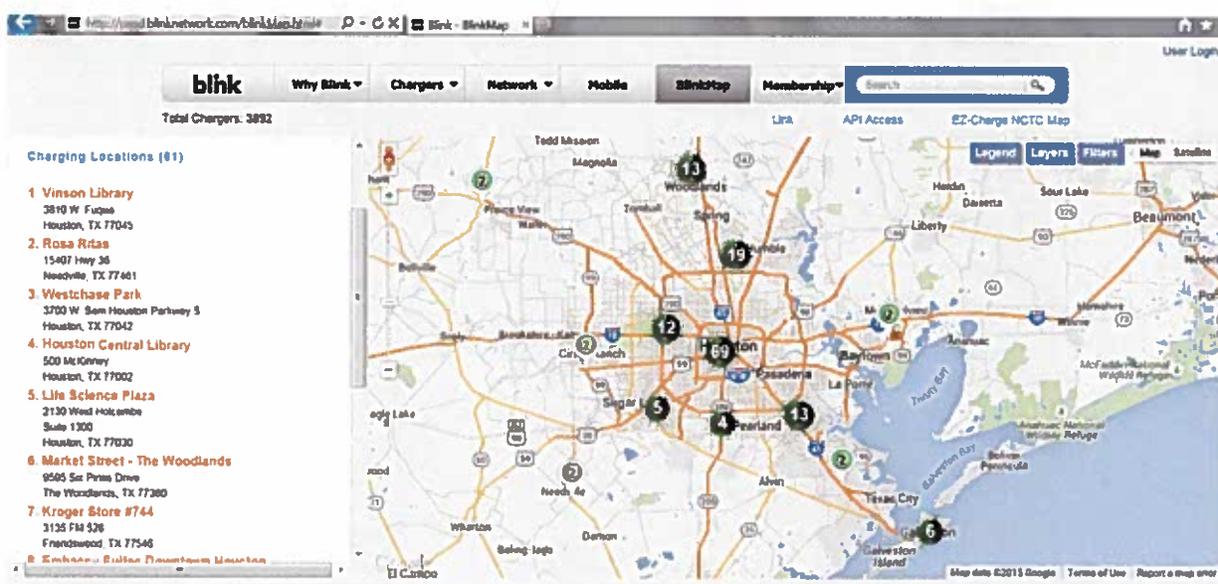
Mobile app available for iOS and Android or via the charging station locator map on the Blink Network website.

Features and filters available include:

- Station address with turn-by-turn directions
- Type of charging available (Level 2 or DC Fast Charger)
- Charging status (available, in use, or offline)
- Station hours and fees



Screen shot from the BlinkMap on Blink Network website



Blink also provides station information to various other providers for their maps and applications, including but not limited to the Department of Energy's Alternative Fuels Data Center Electric Vehicle Charging Station Locator (http://www.afdc.energy.gov/fuels/electricity_locations.html)

Electric Vehicle Driver Payment Options on the Blink Network: All EV drivers are able to utilize EV charging stations on Blink Network. Drivers can simply and conveniently pay for Blink EV charging services via:

- Blink RFID membership card,
- Blink Guest codes,
- Blink Mobile Application (available for iOS and Android), ("app"), or
- Blink Customer Support



Free and easy Blink Member sign up options: EV Drivers may opt to become a Blink Member at no cost via the internet (www.blinknetwork.com), mobile app, or by contacting Blink Customer Support (available via toll-free number: 888-998-2546 or email: support@blinknetwork.com). Drivers can become a member in a few easy steps, including providing a valid, major credit card (Visa, Master Card, American Express, Discover) and their associated billing address.



Blink Membership Benefits: In addition to initiating EV charging sessions via the Blink RFID membership card or Blink Mobile app, Blink Members have access to advanced features such as notifications and charging history, and may receive discounted charging fees.

Drivers can access their Blink account information via internet, mobile app, or phone. Through their Blink account, drivers can also select their preferred method to receive charging status updates and notifications (email or SMS text messages) and define default charging locator settings using GPS or default zip code. Notifications include:

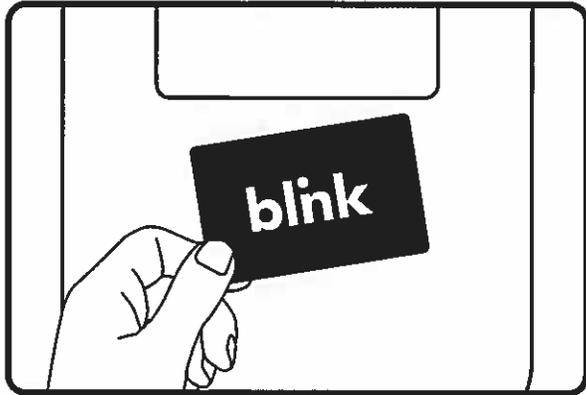
- Charging
- Charging Completed
- EV Unplugged
- Fault Occurrence

Charging at a Blink EV charging station is easy:

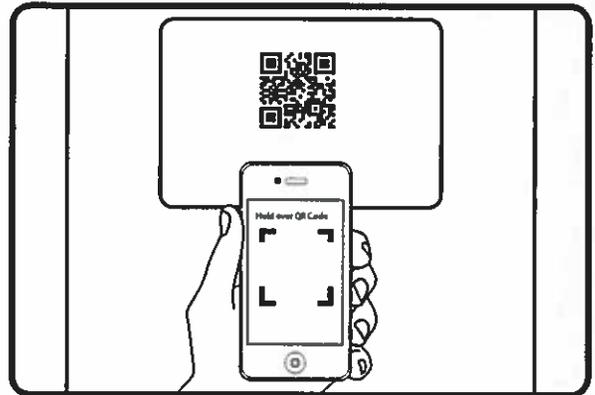


Getting Started

Use your Blink InCard or obtain a Guest Code



1



Blink Member:

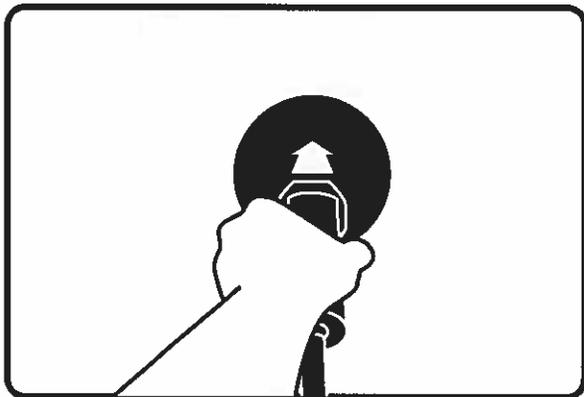
Activate any Blink Pedestal or Wall Mount charger by holding your InCard to the reader below the touchscreen.

Blink Guest:

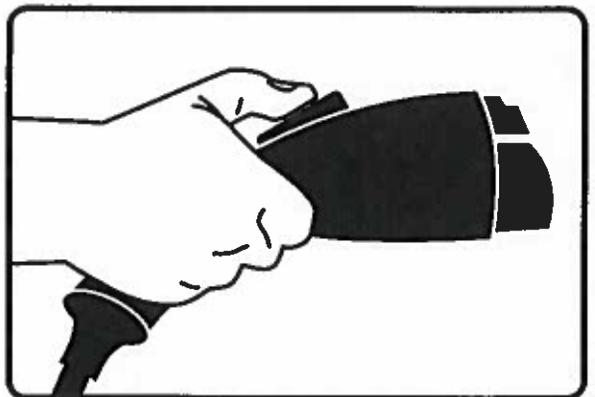
From the touchscreen, select "Charge as a Guest". To obtain a Blink Guest Code:

- With a QR reader application on your smartphone, scan the QR code on the touchscreen,
- Visit www.BlinkCode.com, or
- Call Blink Customer Support (888) 998-2546

You will need to provide a major credit card for payment.



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Plugging In and Charging:

Once you are authorized to charge, the screen will confirm you are ready to charge. Remove the connector from the charger and plug it into your vehicle inlet. Follow the onscreen instructions to begin charging.

Stop the Session:

Push the lock release button and remove the connector from your vehicle. The summary for your charging session will display the duration of your session and the amount you are being billed.

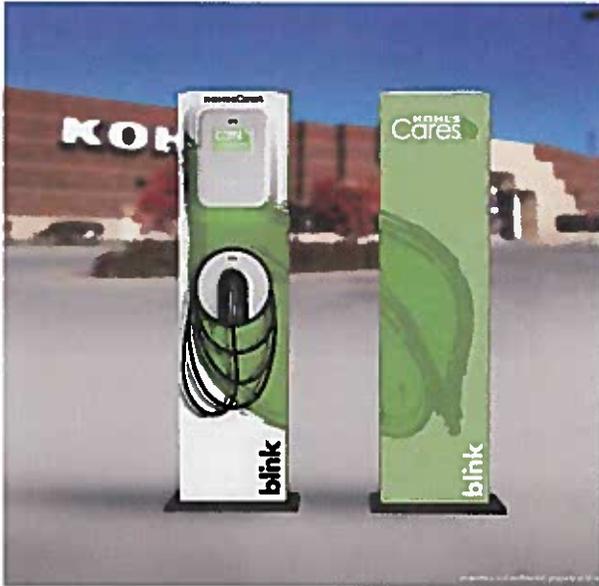
To become a Blink Member or for more information, please visit www.BlinkNetwork.com call (888) 998-2546 or email Support@BlinkNetwork.com



Visibility, Advertising, & Co-Branding Options: CarCharging offers EV charging stations in key, high traffic locations and are highly concentrated in the top Metropolitan Statistical Areas ("MSAs). CarCharging has strategic partnerships and offers public EV charging services at numerous property types, including car dealers, airports, healthcare/medical, hotel, mixed-use, municipal locations, multifamily and condo, parks and recreation areas, parking lots, religious institution, restaurants, retailers, schools and universities, stadiums, supermarkets, transportation hubs, and workplace locations, etc.

The strategically placed Blink EV charging stations provide advertising and co-branding opportunities to our hosts and partners. Blink EV charging stations can be branded with customizable wraps, direct advertising utilizing the integrated touch screen. Additionally, branded RFID cards that are used by members to access the EV charging stations on Blink Network.

Example of customized wrap



Example of branded membership card





Blink EV charging stations have an integrated touch-screen electronic display capable of displaying educational and promotional messages with additional static space on the unit for branding. Blink EV charging station screens and media content may be tailored to specific markets or broadcast nationally across Blink Network charger locations.



Blink provides excellent Customer Support: Via Blink Network, CarCharging offers Customer Support for station hosts, retailers, and drivers that can be reached via a toll-free number (888-998-BLINK 2546) and/or email (support@blinknetwork.com). The support center provides a single point of contact for membership, station issues, and queries, and is available from 8:00am to 2:00 am EST seven days a week.

Blink Customer Support is available to assist station hosts, retailers, and EV drivers with issues ranging from account setup, account maintenance, charging session initiation, charging station technical issues, replacement of Blink membership cards, as well as repair and maintenance requests. ***CarCharging's policy is that customer service and satisfaction come first. Our goal is to achieve First Contact Resolution (FCR) for every call.***



CarCharging’s Customer Support features three-tier operational assistance:

Tier 1: Internal Customer Support staff trained to answer and resolve most frequently asked questions. This tier provides basic support and captures information for escalation for any issues that can’t be immediately resolved.

Tier 2: Our internal Network Operations Center (NOC) staff that is knowledgeable about operating the Blink Network and its back office infrastructure provides more advanced troubleshooting.

Tier 3: Our internal Engineering and Field Services staff, with an expert depth of knowledge of all EV charging stations operated by CarCharging, are able to resolve issues when more technical or field-specific support is required.

Remote Real-Time Monitoring and Diagnostics of the Charging Stations: Is enabled by the Blink Network for superior quality of service. Technicians, in most instances, are able to remotely troubleshoot charging units, in the unlikely event that field service is required, we will utilize our internal staff or local electricians to repair or replace the EVSE unit or part(s) or component(s).

Speed of Service:

- Retailer support call center response time
 - Speed of answer – 72% of calls are answered within 90 seconds
 - Email turnaround time – Blink responds to email correspondence immediately
 - First time resolution – The majority of driver support calls are resolved immediately
- Customer (driver) support call center response time
 - Speed of answer – 72% of calls are answered within 90 seconds
 - Email turnaround time – Blink responds to email correspondence immediately
 - First time resolution – The majority of driver support calls are resolved immediately
- Customer (driver) account set up and activation lead time – Drivers can set up a Blink account instantaneously via the Blink Network website and/or Blink Mobile App. Immediate support via our Customer Support phone or email is also available.
- Customer (driver)
 - Account maintenance – Drivers can make changes to their Blink account information and settings immediately via the Blink Network website and/or Blink Mobile App. Immediate support is also available via our Customer Support phone or email.
 - Replacement card – Drivers can immediately request a replacement Blink RFID card via the Blink Network website. Immediate support is also via phone or email via the Blink Network and/or Blink Mobile. Replacement Blink RFID cards are sent via mail to the customer within 7 to 14 days.



- Station maintenance
 - Identification of station issues – remote station monitoring is available in real-time via the Blink Network and identification of station issues vary according to station ownership and property host agreements

Data Reporting: Via the Blink Network portal (<http://www.blinknetwork.com>), owners and administrators of EV charging stations on Blink Network have the ability to manage data produced from the EV charging stations, view real time statistics for EV chargers at different locations, and determine long term trends using customizable reports that allow for data export and annual analysis. Blink Network provides the ability to manage stations and review the data as necessary, including consolidated and customizable station reports.

Screen shot from Blink Network Portal -- Dashboard of EV Charging Station Administrator



Blink Network's online dashboard customizable graphs and gauges include:

- Green House Gas savings calculations - including pounds of CO2 reduced
- Barrels of Oil Saved
- Gallons of fuel saved

Car Charging Group, Inc. DBA Blink Network, LLC
Attention: Ted Manser, Grants Manager
1691 Michigan Ave., Suite 601
Miami Beach, FL 33139
(305) 521-0200 x 223

City of St. Helena
Request for Proposal
Electric Vehicle Charging Equipment
Due: June 30, 2016



- Total Dollars Saved
- Current Charge State
- Last Charge Summary
- Location Charge History
- Monthly Plugin History
- Weekly Charge Hours
- Weekly Usage Profile
- Average utilization per vehicle

Blink's standard real-time reports provide the following information:

- Unique Users
- Unique Charging Events
- Duration in Use and Actively Charging
- Duration Plugged in but not Charging
- KWh Used
- GHG Avoided/Reduced

Data available for customized reports includes:

- Current Charge State
- Last Charge Summary
- Location Charge History
- Monthly Plugin History
- Weekly Charge Hours
- Weekly Usage Profile
- Serial Number (String)
- Charge Event ID (Integer)
- Charge Start Time (Timestamp)
- Charge End Time (Timestamp)
- Power Event ID (Integer)
- Power Start Time (Timestamp)
- Power End Time (Timestamp)
- Max Peak Power (Decimal)
- Cumulative Energy (Decimal)
- Client Charge ID (String)
- Power Flow ID (Integer)
- Segment (Integer)
- Segment Start Time (Timestamp)
- Segment End Time (Timestamp)



- Segment Average Power (Decimal)
- Segment Max Peak Power (Decimal)
- Segment Total Kwh (Decimal)

Real-time report files may be downloaded for review and analysis in multiple formats including: JSON, XML and CSV formats.

Format and frequency of reports: If selected as the City of St. Helena’s preferred EV charging services provider, CarCharging staff will deliver the following proposed reports to the City of St. Helena on a monthly basis or as required.

- EV charging station usage reports
- Real-time access to standard and custom online reports through the Blink Network portal (web interface)
- Training on how to use the online reporting features of the Blink Network portal (web interface)

Blink Charging Stations

Blink Level 2 Pedestal and Wall Mount EV charging stations provide the ultimate in low cost, flexible deployment of networked chargers, from one unit to hundreds.

CarCharging offers networked Blink AC level 2 and/or networked Blink DC Fast Charging stations that are open to all EV drivers without requiring subscription. CarCharging offers mobile phone and credit card-based payment options – no subscription required: EV drivers that utilize CarCharging’s electric vehicle charging stations do not need to be ‘members’ of CarCharging. Any EV driver can pay for CarCharging’s EV charging services at any unit simply with a credit card. CarCharging’s units also accept payment via an RFID card, through a mobile application, or by calling the toll-free number located on the machine to initiate the payment process. Drivers can become Blink members for free; review pricing policies, and pinpoint electric vehicle charging station locations on the Blink Network at www.BlinkNetwork.com or via the Blink mobile application (app).

Blink Level 2 (“L2”) Electric Vehicle Charging Stations: Transfer 240 volts (up to 19.2 Kw) of electricity from the electrical grid to vehicle batteries (recharging vehicles faster than AC Level 1) and enable eligible vehicles to fully charge within a period of 4–6 hours. CarCharging’s extensive footprint of Blink Level 2 EV charging stations are outfitted with a SAE J1772 compliant EV connector that is compatible with Electric Vehicles sold in the United States, including the Audi A3 E-Tron, BMW i8, BMW i3, BMW X5 xDrive40e, Cadillac ELR, Chevy Volt , Chevy Spark, Fiat 500e, Ford Fusion Energi, Ford C-Max Energi, Ford Focus Electric, Hyundai Sonata PHV, Kia Soul EV, Mercedes Benz B-Class 250ED, Mercedes BenzS550 PHEV, Mitsubishi i-MiEV, Nissan Leaf, Porsche Cayenne S-E, Porsche Panamera S-E, Porsche918 Spyder, Smart Fortwo Electric Drive,

Car Charging Group, Inc. DBA Blink Network, LLC
Attention: Ted Manser, Grants Manager
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City of St. Helena
Request for Proposal
Electric Vehicle Charging Equipment
Due: June 30, 2016



Tesla Model S, Tesla Model X, Volvo XC-90 PHV, Volkswagen e-Golf, as well as many others scheduled for release over the next few years. Blink charging stations are designed for indoor and outdoor applications.

Blink Level 2 Pedestal Unit



Blink Level 2 Wall Mount



Blink Direct Current Fast Charging (“DCFC”) Stations: Transfer a high voltage (typically 400-500 volt or 32-100Kw, depending on the electrical current) of direct current to vehicle batteries and enable eligible vehicle to fully charge within a period of 20-40 minutes. Blink DCFC’s are compatible with Electric Vehicles sold in the United States, including the Citroën C-ZERO, Citroën Berlingo EV, Honda Fit EV, Kia Soul EV, Mazda Demio EV, Mitsubishi i-MiEV, Mitsubishi Minicab MiEV, Mitsubishi Outlander P-HEV, Nissan LEAF, Nissan e-NV200, Peugeot Partner EV, Subaru Stella EV, Tesla Model S, Tesla Model X, Toyota eQ, Zero Motorcycles, as well as many others scheduled for release over the next few years.





The DC Fast Charger is optimal for high-traffic commercial locations, fleets installations, gas stations, and at locations along major transportation corridors. The Blink DC Fast Charger is classified as a DC (480 volt 3-Phase AC input) charging station. The Blink DC Fast Charger is outfitted with a CHAdeMO compliant EV connector; the most widely used connector for fast-charge-capable electric vehicles worldwide. With the Blink DC Fast Charger, EV owners can drive and charge anywhere, topping off as needed without time constraints.

Blink Electric Vehicle charging stations support multiple modes of communication, including Wireless IEEE 802.11g, cellular, LAN/Ethernet, and LAN capable Web-based bi-directional delivery and data flow.

Blink EV Charging Station Technical Specifications: CarCharging, Inc. and Blink Network, LLC are headquartered in the United States and significant portions of the design and manufacturing occur in the United States of America and meet or exceed the following standards:

- Outdoor, commercial grade, weatherproofed, comply with NEMA 3-R for indoor / outdoor use, and are available as a pedestal or wall mounted unit.
- UL certified and come with a one-year warranty. Units are compliant with the current version of the National Electric Code (NEC) Article 625.
- Capable of running in a standalone mode if network connectivity is lost.
- Have RFID authentication systems.
- Have an integrated touch-screen electronic display capable of displaying educational and promotional messages with additional static space on the unit for branding. Media content may be tailored to specific markets and broadcast nationally across Blink Network charger locations.
- Blink Level 2 EV units comply with SAEJ1772 standards for AC 208/240 volt, 12-80 amps.
- Charging cables have a length of 25 feet and each unit comes with a charging holster to store the plug when not in use.
- DCFC stations transfer a high voltage (typically 400-500 volt or 32-100Kw, depending on the electrical current) of direct current to vehicle batteries and enable eligible vehicle to fully charge within a period of 20-40 minutes.
- Multiple modes of communication are supported, including Wireless IEEE 802.11g, cellular and LAN/Ethernet.



Safety: All Blink electric vehicle charging stations have been tested to meet or exceed all applicable UL safety standards. All Blink electric vehicle charging stations have internal safety systems that will stop the flow of energy to the vehicle if a ground fault is detected. All Blink electric vehicle charging stations have internal safety systems that ensure that electricity will not flow until communications with the vehicle have been reestablished. Tamper resistant seal and/or tamper resistant bolts on the Blink level 2 charging station limits physical access to the inside workings of the charging stations. If an attempt is made to disconnect the Blink DCFC power coupler during a charging session, the session will be interrupted and power will stop flowing to the vehicle. Keyed locks on the Blink DCFC limit physical access to the inside workings of the charging station. An external emergency stop switch is located in close proximity to the DCFC as part of the installation process.

All Blink EV charging stations incorporate the following safety features:

- Charge circuit interruption device (CCID) with automatic test
- Ground monitoring circuit
- Nuisance-tripping avoidance and auto re-closure
- Interlocks with EV drive system so EV cannot drive when connector is inserted in vehicle inlet
- De-energizes EVSE if connector and cable are subjected to strain
- Charge current interrupting device (CCID) with automatic test feature for personal protection
- Connector parts are de-energized until latched in vehicle inlet
- Safe in wet or dry use

References:

The City of Hollywood, Florida has been a partner with CarCharging since April 2012. CarCharging provided turnkey Electric Vehicle Supply Equipment (EVSE) services for, and is the current owner and operator of five EV charging stations within the City of Hollywood’s properties. Three EV charging stations are in high-traffic publicly-accessible municipal parking garages in downtown Hollywood, and two are in high-traffic, publicly-accessible, municipal parking garages serving beachfront parks.

Client Name:	City of Hollywood, Florida
Address:	2600 Hollywood Blvd., P.O. Box 229045, Hollywood, FL 33022
Client Representative:	Mr. Ben Schneider, Parking Operations Superintendent
Telephone Number:	954-921-3535
E-Mail:	bschneider@hollywoodfl.org
Dates of Award:	April 2012
Scope of Work:	Own and operate five public EV charging stations.



Oak Ridge National Laboratory, Tennessee has been a partner with CarCharging since March 2011. CarCharging provided turnkey Electric Vehicle Supply Equipment (EVSE) services for, and sold charging stations to ORNL. CarCharging currently provides reporting, network and maintenance services to ORNL.

Client Name: UT-Battelle, LLC - Oak Ridge National Laboratory
Address: P.O. Box 2008, Bldg. 8600, Oak Ridge, TN 37831-6475
Client Representative: Joel Poteat
Telephone Number: 865-576-6826
E-Mail: poteatja@ornl.gov
Date Sold: July 2015
Scope of Work: Provide ORNL EVSE maintenance and provide Blink charger data for the State of Tennessee identified units to ORNL for research analysis.

McDonald's USA, LLC has been a client since December 2012. CarCharging provides turnkey EVSE services for, and is the current owner and operator of more than 65 EV charging points nationally.

Client Name: McDonald's USA, LLC
Address: 2111 McDonald's Dr., Dept. 043, Oakbrook, IL 60523
Client Representative: Tim Goman, Project Engineer - Electrical
Telephone Number: 630-623-5752
E-Mail: timothy.goman@us.mcd.com
Dates of Award: December 2012-Present
Scope of Work: Own and operate over 65 public EV charging stations.

Blink Level 2 Pedestal Charger

Simply Smarter Pedestal Design

The Blink Level 2 Pedestal Electric Vehicle (EV) Charger provides a convenient method for charging Electric Vehicles. The pedestal design provides intelligent, user-friendly features to safely and easily charge.

Benefits of Blink's Unique Design

- Modern, stylish appearance
- Ease of installation
- Advertising space available
- Convenient cable management for long reach and storage between uses
- Connector holster for protection and storage
- Intuitive connector docking
- Selective height design for convenient conformity with ADA considerations
- 360° beacon light to assist in locating the station

J1772 Standard EV Connector

(Standard for EV Charging in the United States)

- Updated Cord set with ergonomic design
- Prevents accidental disconnection
- Grounded pole - first to make contact, last to break contact
- Designed for more than 10,000 cycles
- Can withstand being driven over by a vehicle
- Safe for use in wet or dry conditions

Energy Meter

- Internal meter to monitor energy and demand usage
- Supports energy usage data evaluation
- Supports electric utility EV billing when certified to ANSI 12.20 and IEC standards
- Connects with AMI interface and smart meter capability for demand response and energy management

Touch Screen

- Convenient, user-friendly touch screen display
- Charge status and statistics
- Pre-loaded with Blink commercial user interface



Updated Cord Set



Learn more at www.BlinkNetwork.com



Blink Level 2 Pedestal Charger Specifications

Input Voltage	208 VAC to 240 VAC +/- 10%
Input Phase	Single
Frequency	50/60 Hz
Input Current	30 Amps (maximum), 12A, 16A, 24A available
Breaker Size	40 Amps; settings at 15A/20A/30A available
Output Voltage	208 VAC - 240 VAC +/- 10%
Output Phase	Single
Pilot	SAE J1772 compliant
Connector/Cable	SAE J1772 compliant; UL rated at 30A maximum
Cable Length	25 feet (approximately)
Dimensions (ext.)	66" H x 20"W x 17"D
Temperature Rating	-22°F (-30°C) to 122°F (50°C)
Enclosure	NEMA Type 3R; sun-and-heat resistant
Certifications	NEC article 625 EV charging system UL and ULc to 2594

Features

- Charge circuit interruption device (CCID) with automatic test
- Ground monitoring circuit
- Nuisance-tripping avoidance and auto re-closure
- Cold load pickup (randomized auto-restart following power outage)
- Certified energy and demand metering
- Multiple modes of communication, including wireless (IEEE 802.11g), cellular, 802.15 protocol capable, and LAN
- Web-based bi-directional data flow
- Cord management system
- Smartphone applications for status changes and notifications of completion or interruption of charge
- Controllable output to support utility demand response requests
- Revenue systems support
- Multiple input current settings to accommodate electric service capability

Safety

- Interlocks with EV drive system so that the EV can not drive when connector is inserted in EV inlet
- De-energizes station if connector and cable are subjected to excessive strain
- Charge current interrupting device (CCID) with automatic test feature for personal protection
- Connector parts are de-energized until latched in EV inlet
- Meets all National Electric Code requirements
- UL Listed

Learn more at www.BlinkNetwork.com

Blink DC Fast Charger

Simply Smarter Commercial Design

The Blink DC Fast Charger enables the quick transfer of electricity from a grid power unit to an EV. The Blink design offers intelligent, user-friendly features and provides commercial opportunities to property owners.

Benefits of Blink's DC Fast Charger Design

- Simplified 2-piece design; separate GPU (contains the power electronics) and charging station allows for ease of installation and design aesthetics
- Fully customizable exterior treatment and graphics available
- 42" LCD display for optional media and advertising
- Ad space available through the Blink Network can provide additional revenue
- Connects with AMI interface and smart meter capability for demand response and energy management
- Dual ports for increased user access and availability
- Beacon light and window for increased visibility

CHAdeMO Compliant EV Connector

- CHAdeMO-endorsed connector for use on fast charge-capable electric vehicles worldwide
- Ergonomic design
- Intuitive connector docking for protection and storage
- Prevents accidental disconnection
- Safe in wet or dry conditions

Fast, Convenient, and Easy to Use

- Capable of providing an 80% charge in less than 30 minutes*
- Integrated with the Blink Network
- Smart RFID technology allows for ease of payment
- Can operate independent of a retailer point of sale (POS) system
- Smartphone application provides charger location and GPS navigation, charger status, and notification of completion or interruption of charge
- User-friendly, interactive touchscreen display
- Web-based information delivery
- Provides charge status and cost of charge information
- Easily programmable start/stop timing

*Dependent on battery size, vehicle battery management system, state of charge, and operation under optimal conditions.



Learn more at www.BlinkNetwork.com



Blink DC Fast Charger Specifications, Dual Port

Maximum Output Power	60 kW (Adjustable from 30kW)
Maximum Output Current	200 Amps (limited by Connector selected)
Minimum Output Current	5 Amps
Output Voltage	200 VDC - 450 VDC
Input Voltage	208/400/480/600 VAC 3-Phase
Frequency	50/60 Hz
Input Current	200 Amps at 208 VAC 100 Amps at 400 VAC 89 Amps at 480 VAC 71 Amps at 600 VAX
Connector/Cable	Y a z a k i - C H A d e M O compliant 120A rated
Cable Length	12 feet (estimated)
Station Dimensions	52" W x 98" H x 15" D
Station Weight	450 lbs
GPU Exterior Dimensions	69" H x 53" W x 36" D
GPU Weight	1,017 lbs
Temperature Rating	-4°F (-20°C) to 122°F (50°C)
Enclosure	NEMA Type 3R; sun and heat resistant
Efficiency	90% or greater
Power Factor	.9 or better

Features

- Certified energy and demand metering; meets ANSI C12.20 and IEC687
- Wireless 3G; Ethernet capable
- Demand response capable via third-party software control system
- Top hang cable management system
- Interactive touch screen
- RFID validation interface
- Web-based media delivery
- Internal meter to monitor energy and demand usage
- Supports energy usage data evaluation

Quality Control and Facility Certifications

Manufacturing facility meets all relevant facility certifications, including:

- ISO -9001; 2008
- UL manufacturing facility certification or other nationally-recognized testing laboratory (NRTL) manufacturing facility certification

Standards and Certifications

- NEC article 625 electric vehicle charging system
- UL listed to UL2202, UL2231, and UL2251 (for EVSE)
- UL 50 UL standard for enclosures for electrical equipment

Learn more at www.BlinkNetwork.com



June 30, 2016

Mr. Tobias Barr
Public Works Project Manager
City of St. Helena Public Works Department
1480 Main Street
St. Helena, CA 94574

Re: City of St. Helena's Request for Proposals for an Electric Vehicle Charging Service Provider

Dear Mr. Barr:

On behalf of EVgo Services LLC ("EVgo"), I am pleased to submit the attached application for the City of St. Helena's request for an Electric Vehicle Charging Service Provider. We are enthusiastic about the opportunity to partner with the City of St. Helena to provide electric vehicle fast charging services to residents and visitors of the northern Napa Valley.

As detailed in our proposal, EVgo is extremely well-qualified to meet and exceed the fast charging needs of the City of St. Helena. We own and operate more than 645 DC fast charging stations at 479 sites around the United States. More than 250 of those fast charging stations have been installed in California over the past four years. As part of this expansive network, we have built site development, customer service, operations and maintenance competencies which, taken together, result in a high-quality customer experience, including the highest PlugScores for DC fast charging in the industry. We are excited to bring our vast experience to this potential partnership with the City of St. Helena.

EVgo's status as a credible partner on both small and large scale DC fast charging programs has been reaffirmed time and again by leading electric vehicle manufacturers (e.g. Nissan, BMW, Kia, Ford, etc.) and government agencies including the California Energy Commission ("CEC"), Japan's New Energy and Industrial Technology Development Organization ("NEDO") and the Bay Area Air Quality Management District ("BAAQMD"). EVgo intends to work closely with the City of St. Helena to ensure synergies are created between current and future funding streams and the City's needs for increasing the availability of electric vehicle charging stations over the coming years.

Our team of experienced DC fast charging site developers and installers bring together the unique knowledge gained from designing and installing thousands of electric vehicle charging stations (Level 2 and Level 3) across a wide array of settings. Maintaining the nation's highest-rated public DC fast

charging network requires meticulous attention to the complete driver experience, the highest safety standards in design and during construction, and providing ample charging stations in desirable and convenient locations. Our site developers and installers are adept in designing and constructing charging stations which exceed the needs of both our site host partners and our EV driving customers.

EVgo, its employees and partners, have a long term commitment to the success of electric vehicles and DC fast charging. On June 17th, Vision Ridge Partners—EVgo's new majority owner—finalized a capital commitment to EVgo that provides \$100 million in charging infrastructure funding. This capital commitment will support EVgo in continuing our focus of developing the nation's largest DC fast charging network and empowering more drivers to purchase and use EVs. We hope that, as a result of this capital, the City of St. Helena recognizes our viability as a partner over the long-term.

As evidence of our commitment to advancing electric vehicle adoption and providing the most reliable network of charging stations, ensuring drivers can reach their desired destination free of range anxiety or significant delays due to station occupancy, EVgo is proposing a Turn-Key installation of two (2) 50 kW DC fast charging stations at no cost to the City of St. Helena.

In the following pages, we present our Turn-Key partnership model and strategy for providing the best, most reliable charging experience to electric vehicle drivers living in and visiting the City of St. Helena and the northern Napa Valley. If you have any questions, please contact me at (650) 867-8591 or via email at cina.loarie@evgo.com.

Sincerely,



Cina Loarie Boitnott
Site Developer
EVgo Services LLC
100 California Street, 4th Floor
San Francisco, CA 94111
Cell: (650) 867-8591
cina.loarie@evgo.com

*City of St. Helena Request for Proposals
Electric Vehicle Charging Service Provider*

Executive Summary

EVgo has the largest and highest-rated public fast charger network in the country, and has strategic plans in place to continue expanding this network along carefully vetted routes to help current and future EV drivers get where they need and want to go without anxiety over range and charging station availability. As an electric vehicle service provider with more than 645 public DC fast chargers installed across the nation, EVgo is uniquely qualified to partner with the City of St. Helena for the long-term operation of electric vehicle DC fast charging stations. As such, EVgo is proposing a Turn-Key solution under the City of St. Helena's Request for Proposals for an Electric Vehicle Charging Service Provider in order to support the EV driving public in the City of St. Helena and the northern Napa Valley. If selected, EVgo will partner with the City of St. Helena to install, operate and maintain two (2) 50 kW Direct Current (DC) fast chargers in the public parking lot at 1301 Money Way at no cost to the City.

Previous Successful Charging Projects

EVgo is the industry leader in designing, constructing, operating, and maintaining CHAdeMO and SAE Combo DC fast chargers by multiple manufacturers. There is no team with more experience in deploying DC fast charging stations than the one assembled for this RFP to the City of St. Helena. The recent investment by Vision Ridge Partners is a strong affirmation of the successes EVgo has accomplished in preparing cities, markets, and regions across the nation for widespread transportation electrification and the arrival of mass market electric vehicles.

A major testament to EVgo's experience and expertise with DC fast charger deployment is the trust that major automakers have placed in EVgo for rolling out their key DC fast charging infrastructure initiatives. The resulting volume and quality of charger installations that have been completed as a result of these partnerships has given EVgo and its partners the extensive experience necessary to maintain the Nation's most reliable public fast charging network. With Nissan, EVgo is responsible for rolling out DC fast charging networks in 26 metropolitan areas (including 17 outside of California). Those deployments have significant complexity, but EVgo has managed those deployments successfully and on-time, with strong driver satisfaction as evidenced by the industry-leading PlugScores. With BMW, EVgo's OEM programs in California resulted in the installation of over 100 SAE Combo stations within 1 year of the agreement having been signed. BMW's satisfaction with EVgo's work has resulted in a national expansion of this program, which was announced on November 15, 2015 at the Los Angeles Auto Show.

Please see Exhibit C for a brief Summary of Past Projects showcasing EVgo's experience in successfully installing and operating electric vehicle fast charging networks of varying size and complexity.

Turn-Key Partnership Scenario

Under the proposed turn-key solution, EVgo will install two (2) 50 kW DC fast charging stations at no cost to the City of St. Helena. In turn, EVgo will own, maintain and operate the stations for the duration of the partnership. If for any reason there is a change of ownership of the stations, service interruptions will be minimized by the fact all EVgo DC fast charging stations operate on the industry's most open

*City of St. Helena Request for Proposals
Electric Vehicle Charging Service Provider*

networking platform, Open Charge Point Protocol (OCPP) version 1.5. Any early termination conditions would apply should there be a change of ownership.

Under this Turn-Key partnership, EVgo will also work with the City of St. Helena to secure additional future public and private funding to expand the infrastructure where space permits and when appropriate as EVs are increasingly adopted in the area. These future expansions could include the possibility of installing battery energy storage systems, additional charging stations, or other amenities such as a solar canopy.

Public Outreach to Spur EV Adoption

A large part of EVgo's business model and success revolves around marketing EVs and their supporting infrastructure as a sustainable and viable substitute for traditional internal combustion engine ("ICE") vehicles. As the City's Electric Vehicle Service Provider, EVgo will conduct outreach to local stakeholders, businesses, non-profits, and other government agencies to increase awareness of the many funding sources available to the region to spur EV adoption. EVgo will work to identify areas in which funding opportunities can be best-combined to create synergies which reduce the upfront and long-term costs of owning and operating an EV and/or its supporting charging infrastructure.

Lease Agreement Structure

This partnership is proposed under a 10 year license agreement and all costs (installation, equipment, electricity, service, maintenance, etc) will be covered by EVgo. The length of the license agreement may be negotiable. The details of the Proposed Lease Terms may be found in Exhibit D – Proposed Lease Terms and Conditions.

Typical Fees Charged to Users

EVgo stations provide the added benefit to drivers of having a uniform payment structure across all of our public DC fast charging stations. EVgo, through its extensive partnerships with leading electric vehicle manufacturers, offers most EV drivers up to two years of free charging at any of our public charging stations with the purchase or lease of their qualifying electric vehicles. For those drivers who are no longer benefitting from free public charging through programs like Nissan's *No Charge to Charge*, EVgo currently offers three payment structures. Details of these payment plans can be found at www.evgo.com and are also described below.

Drivers' pay structures vary based on the type of program they elect. For example, a *walk-up, one-time user* will pay a flat-fee of \$9.95 for the charging session, up to 30 minutes. A *regular user* of the EVgo network will pay a monthly subscription charge plus a low variable price for the charging session. The *infrequent user* will pay a one-time charge and a higher variable charge for each DC fast charging session. As the industry develops and more electric vehicles take to the road, EVgo will maintain competitive payment structures which will be clearly displayed on the charging stations' payment interface.

*City of St. Helena Request for Proposals
Electric Vehicle Charging Service Provider*

Payment Types Accepted

1. Credit card swipe (accepting all major credit cards)
2. 24-hour telephone – pay with credit card
3. EVgo access card
4. Greenlots card
5. Pay with PlugShare
6. BMW ChargeNow card
7. Nissan EZ-Charge card (accessible by AeroVironment, Blink, Greenlots, EVgo)

Customer Experience

The main purpose of EVgo's expansive public network is to make charging as easy and seamless as possible. For the vast majority of customers and transactions, this means that they arrive at a station and are quickly able to initiate their charging session.

EVgo has a 24/7/365 call center dedicated to vehicle charging for when a customer needs assistance with operating the station. EVgo's call center has an average waiting time of less than 30 seconds per call and is able to remotely accept payment, initiate the charging session, and restart the station or set it to "free vend" mode via the OCPP software.

Charging Station Accessibility

All of EVgo's DC fast charging stations are constructed to maximum practical compliance with the Americans with Disabilities Act (ADA) (42 U.S.C. § 12101). Please see the attached Exhibit B for typical configurations of charging stations, as well as Exhibit A for the proposed site layout. The layout contemplates the parking space and charging station access as well as a path of travel to the forthcoming public restrooms.

Uptime Targeted Service Levels and Maintenance Schedule

EVgo's industry-leading customer satisfaction is in large part due to our dedication to maintaining our stations to the highest operational standards, with a goal of 99.5% uptime. For the majority of issues, EVgo's customer service center representatives can troubleshoot and fix the problem through a remote restart via the OCPP network. Installing two DC fast charging stations will provide operational redundancy in the event either of the charging stations encounters issues which cannot be addressed remotely. For all issues which cannot be addressed remotely, EVgo adheres to strict maintenance timelines to ensure maximum operability of our stations as outlined below:

1. *Maintenance Response:*
 - a. Target goal for Critical Maintenance Services response time: 95% responded to within 4-8 business hours
 - b. Target goal for Normal Maintenance Services response time: 95% responded to within 24 business hours
 - c. Frequency: Measured and reported on monthly

*City of St. Helena Request for Proposals
Electric Vehicle Charging Service Provider*

2. Problem Resolution:

- a. Target goal for Critical Maintenance Services resolution time: 95% resolved within 12 business hours (if parts available)
- b. Target goal for Normal Maintenance Services resolution time: 95% resolved within 24 business hours (if parts available)
- c. Frequency: Measured and reported on monthly.

Local Economic Impact and Tax Revenue

Siting DC fast chargers near commercial areas will increase foot traffic at nearby businesses resulting in greater sales tax revenues. According to the community multiplier effect, buying products at local businesses keeps money circulating closer to where it is spent, creating a ripple effect as those businesses pay their employees and spend locally.

While recharging, EV drivers and their passengers generally tend to visit nearby stores and attractions to occupy their time. According to an April 2015 survey of EV drivers, 90% of respondents typically made a purchase while charging their vehicle at a retail location. A typical EVgo 50-kW DC fast charging session takes approximately 15-30 minutes to achieve an 85% charge on a 100-mile range EV. At existing EVgo DC fast charging stations, data demonstrates that, on average, more than 10 charging sessions take place per day. Assuming each session produces an average transaction in the local retail business worth \$20, at an 8% tax rate, each transaction generates \$1.60 in sales tax revenue. This is equivalent to more than \$5,000 in annual sales tax revenue generated for the City of St. Helena as a direct byproduct of drivers utilizing the charging stations.

Conclusion

EVgo's proposal to partner with the City of St. Helena to provide a Turn-Key service for electric vehicle fast charging will provide greater reliability and redundancy for the region's EV drivers while minimizing adverse impacts to the City's limited parking spaces. As more electric vehicles with a 200-mile range enter the marketplace—such as the 2017 Chevy Bolt, the Tesla Model 3, or the 2018 Nissan Leaf—providing ample fast charging opportunities will be key to encouraging and attracting those drivers to the region. EVgo's proposed installation of two (2) 50 kW DC fast charging stations will provide ample redundancy and future-proof the region for the oncoming rEVolution of long-range EVs.

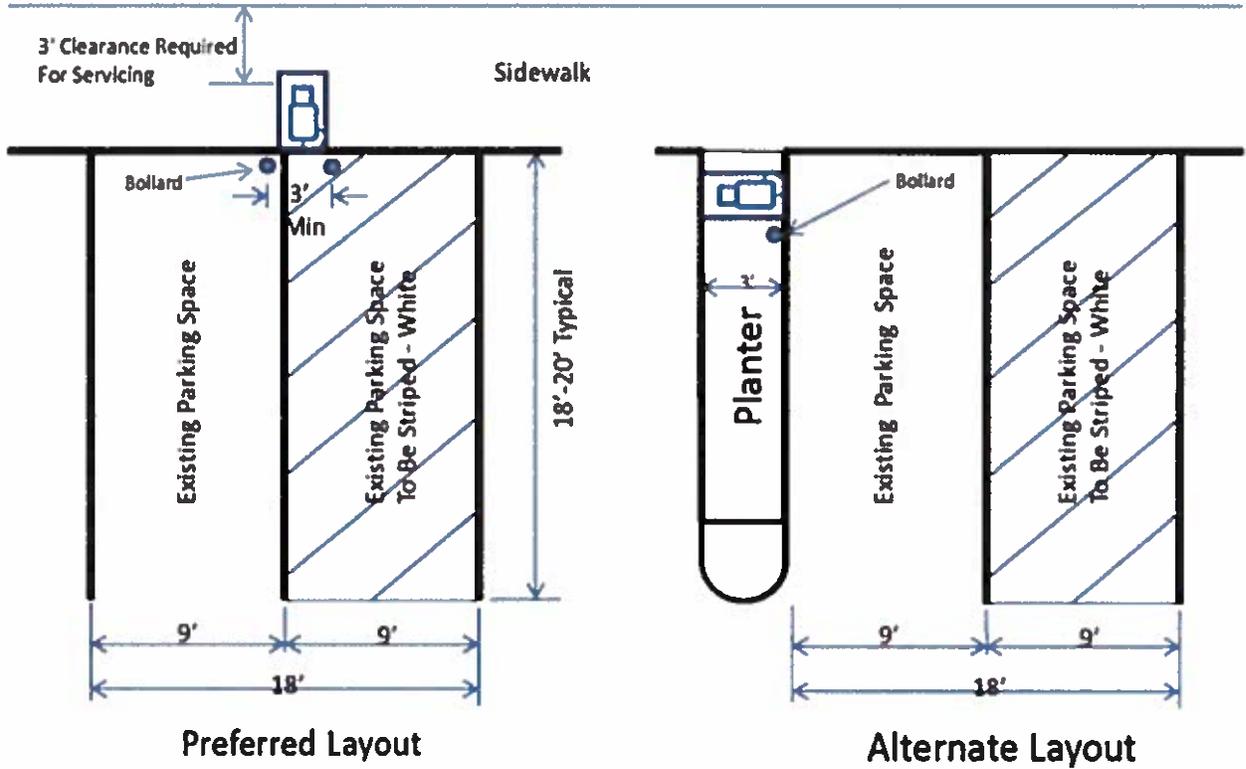
EVgo looks forward to the opportunity to partner with the City of St. Helena to lend its expertise and knowledge of the exacting requirements necessary to providing a stellar electric vehicle charging experience for every driver.

*City of St. Helena Request for Proposals
Electric Vehicle Charging Service Provider*

**Exhibit A
EVgo Proposed Site Layout**

City of St. Helena Request for Proposals
Electric Vehicle Charging Service Provider

Exhibit B
Typical EVgo DC Fast Charging Station Layouts



*City of St. Helena Request for Proposals
Electric Vehicle Charging Service Provider*

**Exhibit C
Summary of Past Projects**

Company	Project	Description
EVgo	Nissan No Charge to Charge	EVgo leads CHAdeMO roll-out in 26 metro areas across the U.S.; providing new LEAF drivers with free access to numerous charging stations
EVgo	BMW i3 Embedded Program	EVgo provides new BMW i3 drivers access to EVgo's SAE Combo network. The program originated in California and will soon be expanding nationally.
EVgo	California Settlement	NRG (through EVgo) committed to investing \$100 million in electric vehicle infrastructure in California. Includes \$50.5 million for DC charging station development.
EVgo	City of Chicago	At the end of 2014, EVgo took over non-performing DC charging network in Chicago and has improved operations and included stations within EVgo network.
EVgo	New Jersey Turnpike Authority	EVgo was recently selected by the NJ Turnpike Authority to install SAE Combo and CHAdeMO stations at six service area locations.

*City of St. Helena Request for Proposals
Electric Vehicle Charging Service Provider*

**Exhibit D
Proposed Lease Terms & Conditions**

TERMS & CONDITIONS

A. GENERAL

1) Premises.

a) During the Term (as defined in the Agreement), Host grants to EVgo a non-exclusive license to use and occupy the Premises for, as applicable, the design, development, construction, installation, and other activities set forth in the Agreement, including without limitation the installation, operation, maintenance, repair, security, replacement, and removal of Charging Stations, signage and associated equipment within the Premises. In addition, Host grants to EVgo the non-exclusive right to use and occupy areas of the Host Property adjacent to the Premises for the construction and installation of the Charging Stations, and shall confine its operations strictly to those sites permitted by applicable law, ordinances, permits and Host.

b) Host shall cause the Premises to be maintained in a clean, safe, and orderly condition, to at least the same standard as other areas at the Host Property that are under Host control are maintained. Unless otherwise specified in the Agreement, Host shall take reasonable measures to discourage and prevent anyone other than authorized EVgo Customers (defined below) from parking in the Premises.

2) Charging Services. During the Term, EVgo shall provide the Charging Services described in the Agreement.

a) Charging Stations on EVgo's public network shall be accessible to all EVgo subscribers and customers ("EVgo Customers"), who shall be charged in amounts reasonably determined by EVgo, which may change from time to time in EVgo's sole discretion. Charging Stations not on public networks shall be accessible only to authorized EVgo Customers in the manner determined by the parties and in accordance with EVgo's product offerings.

b) Host will have access to the same customer support that EVgo generally provides to EVgo Customers, which includes phone support and attempted diagnosis of any technical issue encountered in using any Charging Station. The applicable customer support phone number shall be displayed on or near each Charging Station.

3) Operation and Maintenance.

a) Subject to the terms and conditions of the Agreement, EVgo will operate the Charging Stations for the benefit of EVgo Customers and shall use commercially reasonable efforts to maintain the Charging Stations in good working order and repair.

b) To the extent Host has actual knowledge of the same, Host shall promptly notify EVgo and, as appropriate, emergency response personnel regarding any malfunction of a Charging Station.

4) Taxes. EVgo is solely responsible for personal property taxes imposed on the Charging Stations. Each party is responsible for its own income, franchise and similar taxes.

5) Method of Payment. For any amounts owed by EVgo to Host, on or before the forty-fifth (45th) day following the applicable due date (or at the end of each calendar month in the case of monthly payments), EVgo shall make a payment to Host of such amount by check or wire transfer or other electronic method mutually agreed upon by EVgo and

Host. For any amounts owed by Host to EVgo, EVgo shall invoice Host and Host shall pay such amounts within forty-five (45) days of receipt, or the parties shall make other mutually acceptable payment arrangements. EVgo may net any amounts owed to it by Host against any amounts it owes Host in determining payment amounts.

6) Termination.

a) This Agreement may be immediately terminated for cause by either party in the event of the following:

i) Breaches. The other party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for ten (10) business days after receipt of written notice.

ii) Insolvency. The other party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.

b) Within sixty (60) days following the termination or expiration of this Agreement, EVgo shall remove its property associated with the Premises from the Host Property.

7) Promotional Activities. During the Term of this Agreement, EVgo may promote the availability of the Charging Stations (to the extent they are on EVgo's public network of EV charging stations) through traditional and/or electronic media, including providing the address of the Host Property and a description thereof. No party shall use the other party's trade or service marks, logos or other proprietary materials without the prior written consent of the other party.

8) Signage. Subject to Host's prior approval, EVgo may place EVgo-branded signage within the Host Property and around the Premises at EVgo's sole cost and subject to applicable laws and regulations. At no time may Host place any signage on EVgo property.

9) Installation Activities. The term "Installation Activities" shall refer to the installation activities described in the Agreement.

a) Before beginning the Installation Activities, EVgo shall provide a copy of the construction schedule and installation plans to Host for its approval, which approval shall not be unreasonably delayed or withheld. No work will begin until plans have been approved by Host and all applicable permits and certifications have been obtained.

b) For Installation Activities to be performed by EVgo, EVgo shall:

i) designate the contractors or other service providers and be solely responsible for supervising such Installation Activities;

ii) cause its designated contractors and service providers to obtain from governmental authorities all licenses, permits, or other approvals (collectively, "Approvals") required to conduct such installations. Host will reasonably cooperate with EVgo's designated contractors and service providers as required to obtain such Approvals;

iii) bring on the Premises and permitted adjacent areas of the Host Property only those materials and equipment that are being used directly in the Installation Activities;

iv) perform Installation Activities only during times and days acceptable to Host and in a manner so as to not unreasonably interfere with Host's business operations;

v) not permit or suffer any mechanic's or materialmen's liens to attach to the Premises. If such a lien attaches to the Premises, EVgo shall remove or bond over such lien at EVgo's sole cost and expense, within twenty (20) days of EVgo receiving written notice thereof from Host.

c) Host shall reasonably cooperate with EVgo to facilitate EVgo's Installation Activities, including the provision of electricity to the Charging Stations. With respect to any Installation Activities not performed by EVgo or its agents, EVgo shall have no responsibility or liability for any such activities, including obtaining Approvals.

B. REPRESENTATIONS, WARRANTIES & COVENANTS

1) **General.** Each of Host and EVgo hereby represents and warrants to the other that, as of the Agreement Date: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, regulation, order, or other legal determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or proceeding that may adversely affect its ability to perform this Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization; (e) this Agreement constitutes a legal, valid and binding obligation of such party, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under this Agreement.

2) **Consents and Approvals.** Host further represents, warrants and covenants that it has obtained or shall obtain prior to the commencement of EVgo's Installation Activities or Charging Services any and all consents or approvals required in order for Host to grant the rights and perform its obligations under this Agreement, and for EVgo to take the actions contemplated in this Agreement.

C. INSURANCE

1) **EVgo Insurance.**

a) During the Term, EVgo shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance: (i) Statutory Worker's Compensation Insurance, and Employer's Liability limits of \$1,000,000 per accident per employee; (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (iii) Automobile Liability with a combined single limit of \$1,000,000; and (iv) \$1,000,000 in excess liability coverage per occurrence, which coverage shall sit excess of the scheduled underlying General Liability, and Automobile Liability and Employer's Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies.

b) With respect EVgo's Commercial General Liability Insurance,

Automobile Liability Insurance and Excess Liability Insurance, include Host as an additional insured with respect to liability arising out of EVgo's performance under this Agreement. EVgo shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by the Host as to the acts or omissions of EVgo.

2) **Host Insurance.** During the Term, Host shall maintain in full force and effect, at its cost and expense: (i) full replacement cost Property Insurance (written on an "all-risk/special perils" basis) for (1) the Host Property and all improvements thereon (but excluding any EVgo property); and (2) all personal property and trade fixtures owned by Host located at the Host Property; and (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

3) **Policy Requirements.** The insurance policies required under Sections C(1) and C(2) shall: (a) be issued by insurance companies licensed to do business in the state in which the Host Property is located, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most current Best's Insurance Reports available on the Effective Date; if the Best's ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies; and (b) contain provisions whereby each party's insurers waive all rights of subrogation against the other party on each of the coverages required herein. From time to time upon request, each party shall provide the other with a certificate of insurance, evidencing the required coverages.

4) **Waiver.** Anything in this Agreement to the contrary notwithstanding, each party hereby waives every right or cause of action for any and all loss of, or damage to (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible) the Host Property and any improvements thereon, the Charging Stations, or to the personal property of either party, or its respective affiliates, representatives, agents, officers, directors, managers, members, shareholders, partners, contractors, or employees ("**Related Parties**"), regardless of cause or origin. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

5) **Casualty and Condemnation.** If any portion of the Host Property is damaged by fire or other casualty in a manner that adversely affects EVgo's use of the Premises, then either party may, within thirty (30) days of the date of such fire or other casualty elect to terminate this Agreement on written notice to the other party. If any portion of the Host Property is condemned or taken in any manner for a public or quasipublic use that could adversely affect EVgo's use of the Premises, then EVgo may elect to terminate this Agreement effective as of the date title to the condemned portion of the Host Property is transferred to the condemning authority.

D. INDEMNITY

1) **Indemnification.** Subject to Sections C(4), and D(2) hereof, each party shall indemnify and hold harmless the other party and its Related Parties from and against all claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection (collectively, "**Losses**") that arise out of or result from (i) any willful misconduct or negligence of such party or its Related Parties, (ii) any breach by such party of its obligations, representations or warranties

under this Agreement; and (iii) in the case of EVgo, the use of the Premises by EVgo or its Related Parties, except to the extent arising out of or resulting from any willful misconduct or negligence of Host or its Related Parties.

2) **Limitation of Liability.** In no event shall either party be liable (in contract or in tort, including negligence and strict liability) to such other party or its Related Parties for any special, indirect or consequential damages relating to this Agreement. The entire liability of each party for any and all claims of any kind arising from or relating to this Agreement will be subject in all cases to an affirmative obligation on the part of the other party to mitigate its damages. Each party's total liability to the other party and its Related Parties on an aggregate basis arising out of or in connection with this Agreement, whether in contract or in tort, shall not exceed the total amount expended by the other party directly in connection with this Agreement, except as it applies to a party's obligations pursuant to **Section C (INSURANCE)**.

E. MISCELLANEOUS

1) **Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as set forth in the Agreement. Each party may change its address for notice by giving notice thereof to the other party.

2) **Assignment.** This Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. In the event the Premises is transferred or Host ceases to have the requisite level of control over the Premises necessary to fulfill its obligations under this Agreement (each, a "**Transfer Event**"), Host shall assign its rights and obligations under this Agreement to the person or entity which would be able to comply with Host's obligations following such Transfer Event.

3) **No Agency Relationship.** Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in this Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.

4) **Conflict; Severability.** In any conflict between the Agreement and these Terms & Conditions, the Agreement shall control. If any term of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity shall not invalidate the remainder of this Agreement and this Agreement shall be construed and deemed reformed to the extent necessary to render valid such term and the rights and obligations of the parties shall be enforced accordingly.

5) **Survival.** The provisions of Sections A(6)(b), C(4), D, and E(6) shall survive termination of this Agreement.

6) **Governing Law; Waiver of Jury Trial.** This Agreement shall be governed by and interpreted in accordance with the internal laws of

the state where the Host Property is located without giving effect to conflict of law rules. The parties hereby waive any and all rights to request or require that a jury determine any fact, matter, dispute or litigation between them, or render any judgment or decision, in any way concerning this Agreement, and agree that any and all litigation between them arising from or in connection with this Agreement shall be determined by a judge sitting without a jury.

7) **No Waiver.** The failure of a party to insist on strict performance of any provision of this Agreement does not constitute a waiver of or estoppel against asserting the right to require performance in the future and a waiver or estoppel given in any one instance does not constitute the same with respect to a later obligation or breach.

8) **Remedies.** The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under any applicable law, in equity or otherwise.

9) **Force Majeure; Change in Law.** Neither party is responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the party's control. If any rule, directive, order, decision or law adversely impacts the ability for EVgo to perform its obligations under this Agreement without becoming licensed or otherwise regulated by a public utility commission or analogous agency in the relevant jurisdiction, EVgo may, at its option, immediately suspend performance under this Agreement and/or terminate this Agreement upon notice to Host and without penalty.

10) **Attorneys' Fees.** If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Agreement, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

11) **No Third Party Beneficiaries.** This Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

12) **Integration; Amendments.** This Agreement contains all agreements, promises and understandings between the parties, and that there are no verbal or oral agreements, promises or understandings between the parties. Any amendment, modification or other change to this Agreement shall be ineffective unless made in a writing signed by the parties hereto.

13) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document.

14) **Construction.** All documents or items attached to, or referred to in, this Agreement are incorporated into this Agreement as fully as if stated within the body of this Agreement. Each party has cooperated in the drafting, negotiation and preparation of this Agreement and nothing herein shall be construed against either party on the basis of that party being the drafter of such language.



Prepared for:
City of St. Helena



Request for Proposals for Electric Vehicle Charging Stations
June 30, 2016

Submitted by:
ChargePoint Inc.
Contact: Spencer Crim, Account Executive
Phone: (503)880-1688
Email: spencer.crim@chargepoint.com

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Company Profile

ChargePoint was founded in 2007 by a group of entrepreneurs who anticipated the EV revolution. With extensive experience in technology and design from leading global companies, ChargePoint's team has built a smart network that keeps the EV industry moving forward. ChargePoint owns important patents covering networked electric vehicle charging stations, including patents relating to authorization of charging sessions as well as demand response. ChargePoint continues to design, develop and deploy charging stations, user-friendly software applications and data networking intelligence aimed at creating a successful, scalable, and grid-friendly EVSE charging infrastructure.

We have over 250 employees, nearly half working in engineering. Our offices are based in Campbell, California and Scottsdale, Arizona. ChargePoint is a privately held company that is venture backed. We have raised approximately \$164 million in equity financing since our inception. Our investors include Kleiner Perkins Caufield & Byers, Rho Ventures, BMW i Ventures, Braemar Energy Ventures, Toyota Tsusho, Siemens Venture Capital and Voyager Capital. In our most recent round we raised approximately \$50 million in equity.

With thousands of customers and more than 29,000 charging spots, ChargePoint has a long track record of success and provides the highest quality products and highest level of support in the industry.

As of June 2016:

- More than 29,000 charging spots, including over 320 Express DC fast locations
- More than 16,000,000 charges delivered
- Drivers plug into a ChargePoint station every 4.5 seconds
- Drivers have avoided over 15,200,000 gallons of gas and 48,400,000 kgs of CO₂ emissions
- More than 379,000,000 electric miles have been driven on the ChargePoint Network
- ChargePoint stations have dispensed more than 121,400 Megawatt hours (MWh) of electric fuel



ChargePoint offers unparalleled expertise in deploying a fully managed program that maximizes EV driver utilization through attractive pricing models, proven systems, and a seamless EV driver experience that fully leverages our “industry gold-standard” network and customer support services.

ChargePoint recently completed the build-out of a continuous corridor of DC chargers stretching from Portland down to San Diego on the west coast and from Boston down to Washington, DC on the east coast. We added several branch stations forming spokes from the corridors out to popular destinations. These include Napa, Sonoma, Lake Tahoe and Monterey on the west coast as well as Cape Cod, the Hamptons, and the Jersey Shore on the east coast.

Of ChargePoint’s customers, more than 500 are government agencies, representing over 10% of our customer base. Our government customers have installed more than 4,600 charging ports.

The following chart list just a small sampling of our notable government customers:

Alameda County	City of Napa	County of Sacramento
Arlington County	City of New Bedford MA	County of San Diego
Baltimore County	City of Newton	County of Santa Barbara
Cambridge MA	City of North Las Vegas	County of Sonoma
City and County of Honolulu	City of North Vancouver	County of Ventura
City and County of San Francisco	City of Orlando, FL	Dakota County
City of Anaheim	City of Ottawa	DeKalb County
City of Austin TX	City of Palm Desert	California DOT (Caltrans)
City of Baltimore	City of Portland	Department of Veterans Affairs
City of Beverly Hills	City of Richardson	DuPage County
City of Boston	City of Richmond	Kansas City MO
City of Cambridge	City of Riverside	Little Rock
City of Campbell	City of Rochester	Michigan House of Representatives
City of Capitola	City of Sacramento	Montgomery County Government
City of Central City	City of Salem MA	Napa County
City of Charlotte	City of San Antonio	NASA
City of Chicago	City of San Jose	Sacramento County
City of Clearwater, FL	City of Santa Barbara	Salt Lake City Corporation
City of Cupertino	City of Santa Monica	San Joaquin Valley
City of Dearborn	City of Seattle	San Mateo County
City of Dallas	City of Sonoma	Santa Cruz County
City of Ft Lauderdale	City of St. Paul	Sarasota County, FL
City of Georgetown	City of St. Petersburg, FL	State of California
City of Hermosa Beach	City of Tacoma	State of Maryland
City of Houston	City of Tampa, FL	State of Utah
City of Langley	City of Torrance	The City of New York
City of Lexington	City of Vancouver	The City of Newport Beach
City of Los Altos	City of Ventura	The City of Vernon
City of Los Angeles	Cobb County	The White House
City of Miami	County of Marin	Town of Fairfax
City of Milwaukee	County of Monterey	U.S. Department of Homeland Security
City of Minneapolis	County of Riverside	US Department of Energy (DOE)

Proposed Partnership Model

For this RFP, the City of St. Helena has requested proposals from qualified vendors to furnish, install, manage, and maintain Level 2 and DC charging stations. ChargePoint understands this request.

The disadvantage of the model requested is that the EV drivers are paying for the charging stations and their management and maintenance, in addition to the energy consumed. Drivers also pay for the utilization risk assumed by the charging station vendor. The result means a significantly higher cost at the charging station for the EV drivers. If that cost is too high, EV drivers may choose not to use the stations, thus defeating the purpose of the program in the first place. Also, under this model, the successful vendor controls the pricing on the station. The City leaves itself with no flexibility to change the pricing as things change in the future.

Under the requested EVSP model, the fees collected at the stations must cover all of the costs associated with the operation and maintenance of the stations, resulting in more cost to the driver. In many cases this cost may be higher than the drivers are willing to pay because they have cheaper alternatives available to them. A typical EVSP model charges drivers between \$0.39 and \$0.69 per kWh - more than the equivalent cost of gasoline. Drivers may prefer to drive a gasoline vehicle rather than pay a higher price to drive electric.

We are providing an alternate proposal where the City would own the stations but would outsource all of the management to ChargePoint. We think this might address your primary concerns while keeping the price of the charging sessions attractive for the drivers.

As such, ChargePoint is pleased to offer a fully outsourced Operations and Maintenance (O&M) proposal. The City owns the charging stations, is in complete control of the pricing and policies for use of the stations. ChargePoint proactively manages the stations *per City specifications*, monitors and maintains the stations with **98% guaranteed uptime and a one day guaranteed response time**.

Outsourced Operations & Maintenance Model

All of the hands-off benefits of the requested EVSP model, but you retain ownership and most importantly, retrain complete control over the pricing and other policies applied to the stations. You will be able to price your stations to best service the community of EV drivers that the stations are intended to serve.

Under this model, you will get:

- 24 x 7 x 365 monitoring of your station by ChargePoint

- Prompt response to any issues with the stations (either from calls by EV drivers or facilities people at the City).
- Remote trouble shooting followed by on-site intervention by ChargePoint at no additional cost
- Unlimited station policy changes—just call or email our support team
- Monthly summary and quarterly detailed reporting
- Coordination of service calls
- Coordination of installation of new stations
- *98% uptime guarantee*
- *Guaranteed 1-day response time*

The City is in complete control of the policies applied at the stations but **with no requirement to manage, monitor, or maintain the charging stations**. The City would purchase ChargePoint charging stations and the associated Assure warranties and Station Management services.

ChargePoint has extensive experience working with grant funding and would be happy to assist the City in applying for any grants or subsidies that may be available.

Conclusion

Select the outsourced Operations and Maintenance model and enjoy 98% guaranteed uptime, one-day response time, the same hands-off, worry-free operation of the stations, yet retain full control over the pricing and the policies applied to the stations in order to **provide the best possible benefit to your driver community**.

Proposal Pricing

The pricing for two L2 ports is as follows:

CT4021-GW dual-port station	\$7,210.00
CT4000-ASSURE (1 st year of Assure warranty)	\$0.00
4-year Assure (for a total of 5 years of coverage) & 5-year Commercial Network Service plan CT4000 Dual-Port Bundle	\$4,790.00
CT4000-ACTIVE - Activation service	\$0.00
Total for two ports	\$12,000.00
Per port price (covered for 5 years total)	\$6,000.00

The pricing for one CPE200 DC Fast Charging Station (48kW) is as follows:

CPE200 DC Fast Charging Stations	\$35,800
CT4000-ASSURE (1 st year of Assure warranty)	\$599.00
2-year Assure (for a total of 3 years of coverage) & 3-year Commercial Network Service plan CT4000 Dual-Port Bundle	\$5,310.00
CT4000-ACTIVE - Activation service	\$349.00
Total for CPE200	\$42,058.00

Pricing does not include cost of installation, which can be highly variable. With the parking lot under construction there is an opportunity to save on installation costs by leveraging the existing labor and construction.

Equipment Specifications

CT4000 Family

The CT4000 is the latest generation of ChargePoint Level 2 charging stations. The CT4000 family of easy-to-use ADA compliant charging stations integrates design and functionality with superior reliability and durability. All CT4000 models offer one or two standard SAE J1772™ Level 2 charging ports, each supplying up to 7.2kW (208/240VAC @ 30A). Bollard and wall mount configurations are available for easy installation anywhere.



CleanCord™ Technology

Every CT4000 also comes standard with cord management, with 18' and 23' cable length options available. The need for drivers to coil up the cord is eliminated with the self-retracting cord management system, ensuring that the cord is always off the ground when not in use. The cord management utilizes a counterweight system to ensure that the pull on the cord is not excessive and the maintenance is minimal.

CT4000 Specifications

- UL listed for USA and UL certified for Canada; Complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
- Rated for outdoor usage, NEMA 3R
- Full -30C to +50C (-22F to 122F) operation including cord management
- AC Input (208 to 240VAC) @ 30 Amps
- LED status indicators and 5.7" LCD display providing driver instructions and station status
- Downloadable full motion videos
- Replaceable signage on cord management pole
- Bollard style pedestal mount and wall mount options available, ADA compliant
- Modular assembly for fast installation and service
- Next generation charging cord that remains flexible even at low temperature (18' and 23' cords are available)
- RFID supports virtually all formats, including ChargePoint cards, contactless credit cards, and NFC
- Locking Holsters – deters vandalism, improves safety
- Advanced CCID, fault retry, and overcurrent detect features avoid truck rolls from vehicle induced faults
- Dual modem technology (GSM and CDMA) assures plug and play communications

- Fully software upgradable over-the-air
- Each port individually metered

The CT4000 LCD display supports full motion video with instructional animation playing in a continuous loop. Every station has an interactive help menu driven by 5 touch buttons located below the LCD screen, and a toll free number is provided for drivers to call for 24/7/365 support. Support is available in English, French, and Spanish.

CPE200 DC Express Charger

The slim design and light weight of the ChargePoint CPE200 50kW DC charger simplifies installation and minimizes costs. The CPE200 is the only liquid cooled DC system on the market, providing the lowest maintenance and widest temperature operating range. The electronics are environmentally sealed. With both a CHAdeMO and SAE Combo port, the CPE200 is able to charge all vehicles equipped with DC fast charge ports at a maximum of 200 RPH (range per hour).

Compact Design

- All in one enclosure – ships flat
- Easy install in enclosed parking structures or tight place
- Crane not required
- Can be “nudged” in place
- Only 13” deep, 364 pounds
- total clearance needed only 5’8” wide by 20” deep

Innovative Liquid Cooling

- Near zero maintenance
- Cooling fluid lasts 10 years before change is needed
- No air filters to replace and maintain
- All power electronics contained in environmental sealed enclosure
- No outside air or moisture enters power electronics area



Service and Maintenance

ChargePoint Assure

To keep your stations online and to ensure an enjoyable experience for both the driver as well as the station owner, we go beyond the typical warranty break fix features. We’ve included station management, station performance metrics reporting and unlimited software configuration changes at no additional cost.

We back our performance with a Service Level response time commitment and a 98% annual station uptime commitment. We even cover labor costs for items typically excluded from most

warranties like vandalism, abuse and accidents.

Ongoing station management service is a key part of Assure. The annual Cloud Services Subscription is required for all ChargePoint stations and gives you, the station owner, access to a rich set of data and analytic tools to monitor the usage of your charging stations, identify problems, and assess how well your stations are meeting your business goals. You can easily add new stations, and design and modify your station policies, however with Assure, you may request these changes be performed on your behalf by our expert staff.

With the station management service from ChargePoint Assure, you can request the day-to-day management of your stations be performed by the ChargePoint team for hands-off management.

Key benefits of ChargePoint Assure:

- Unlimited software configuration changes
- 98% annual uptime guarantee with non-performance penalty
- 1 business day response time to station failures or 1 business day from Parts arrival when required
- Monthly summary reports and detailed quarterly reports of your station's performance metrics
- Proactive station monitoring and dispatch
- Labor coverage for station equipment issues typically not covered by warranty such as vandalism, abuse and accidents caused by reckless drivers or snow plows

Driver Support

ChargePoint provides 24/7 toll-free live driver support to anyone using a ChargePoint station, including non-ChargePoint cardholders, **all at no cost to the driver**. With over 23,000 charging spots and over 160,000 registered drivers, ChargePoint has a long track record of success and provides the highest level of support in the industry.

EV Driver and ChargePoint Account Assistance

U.S. and Canada Toll Free: 1-888-758-4389

(24 hours)

Station Owner, Installer and Partner Support:

U.S. and Canada Toll Free: 1-877-850-4562

(Mon - Fri, 5 AM PST - 6 PM PST)

Current Support Metrics

	Driver Support	Technical Support
Service Level: Call Center	95%	98%
Avg. Call Speed of Answer	<30 secs	<8 secs
Avg. Email Response Time	24 hrs.	4 hrs.
Monthly Call Volume	12,500	1,200
Monthly Email Volume	1,600	3,000
Support Hours	24 x 7	M-F, 5am – 6pm PST

Network Services and Security

User Accounts and Access Control

Under this proposal, the City is in complete control of the charging station policies: who can use them, how much drivers pay to use them, and what messaging and video content to display. Every station or group of stations may have different policies applied, or all stations may be provisioned exactly the same – providing the ultimate in flexibility.

ChargePoint stations that are publically accessible are visible on the ChargePoint website map, on ChargePoint mobile applications (available for both Apple IOS and Android), as well as many in-dash POI systems from EV car manufacturers.



ChargePoint Waitlist

The City will have the option to turn on ChargePoint Waitlist to make it easy for drivers to share ports and help you efficiently **serve more drivers with fewer stations**. Waitlist can maximize the utilization of stations and does not require the administrator to do anything once it has been configured.

Waitlist works by allowing drivers get in line for the next available charging station, informing them when a station becomes available and even holding it for them while they walk to their vehicle, drive it to the station, and plug in. The driver decides which ports he wishes to line up for, and joins a “virtual lineup”. As ports free up notifications are sent to the next driver in line and the port is temporarily reserved just for that driver. The driver has the ability to accept the reservation and use the port, or the driver may decide to skip his turn and let the person behind go ahead – while retaining his place in line, or may simply opt-out of line altogether.

As the station owner, you are in complete control of how the waitlist operates. Session policy limits may be set based on one or more of the following:

- a fixed number of hours
- a total kWh of energy
- the vehicle reaching full charge

As an example, you may set the session policy such that drivers are notified upon their vehicle reaching full charge or 4 hours, whichever comes first. The system automatically notifies drivers that they have reached the policy limit and requests them to move their vehicle. Once the vehicle is moved the driver that is next in line for a spot is notified and the spot is reserved for them until they plug in. Detailed reports are available to monitor the waitlist and ensure the policies put in place are having the desired effect, including peak queue depth and average wait time.



Flex Billing

ChargePoint handles the entire billing process from end to end. All payment processing, funds transfer and collections are handled automatically, with payments processed at the end of every month.

Under this proposal, you as the station may set pricing to **best serve your drivers**, 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, similar to how a parking meter operates.
- **An energy rate.** The driver pays for the energy consumed on a per kWh basis.
- **Length-of-Stay pricing.** One price is charged during the first x hours and another price is charged for every hour afterwards.
- **Time-of-Day pricing.** One price is charged during peak hours and another during off-peak hours.
- **A minimum and/or a maximum fee per session.**
- **A combination of the above.** For example, a flat session fee PLUS an hourly rate or an hourly rate PLUS per kWh pricing, or a minimum session fee PLUS an hourly rate.
- **Driver groups.** Station owners may set unique policies for different classifications of drivers (e.g., city employees vs. city fleet vehicles) using the options above.

PCI Compliance

ChargePoint is PCI Certified as both a Service Provider and Merchant and audited by 3rd party QSA. The ChargePoint Network undergoes regular PCI-DSS compliance certification testing from a third party auditor. The current Attestation of Compliance is available to customers under NDA. Tier 1 service providers host ChargePoint's data centers. All data centers are SSAE16 compliant. The hosted data center has physical security in place and prevents any access to servers by unauthorized parties, and undergoes independent physical security audits as part of their own PCI certification process. The ChargePoint Network is running in two physically independent (hundreds of miles apart) secure hosted data centers, providing fail-over capabilities for disaster recovery and business continuity.

Payment Handling

Charging sessions are authorized at the charging station by use of a credit card, a ChargePoint account RFID card, via the ChargePoint mobile application, or by authorized driver support representatives over the phone 24/7 via a toll-free phone number using a credit card. Driver support is available to all drivers using any station on the ChargePoint network – whether the driver is registered with ChargePoint or not. Live phone support is available in English, French, and Spanish.

ChargePoint Driver accounts are offered as a convenience for the driver - they are not a subscription. **Drivers pay no monthly fees and there is no setup fee to join ChargePoint.**

Drivers provide credit card information to fund their ChargePoint account, modeled on electronic toll systems. As the driver uses charging stations, the session fees are automatically deducted from the account balance. When the remaining balance falls below a certain threshold, additional funds are charged to the credit card to “top up” the account. Over time, ChargePoint automatically adjusts the “top up” amount based on the monthly transaction history of the driver. The desired result being that the driver’s credit card is only charged once per month. Account holders have access to detailed transaction records to be able to verify and monitor account activity without the need to examine one or more monthly credit card statements that contain a mix of every day transactions.

ChargePoint is partnered with major Automotive OEMs, including BMW, Cadillac, Chevy, Fiat, Nissan, Volkswagen, and Smart, providing integrated electric vehicle charging station POI data for in-dash navigation systems and custom branded ChargePoint welcome kits included in the glove box. **Many EV drivers in your community are already ChargePoint cardholders.**



Reporting and Monitoring

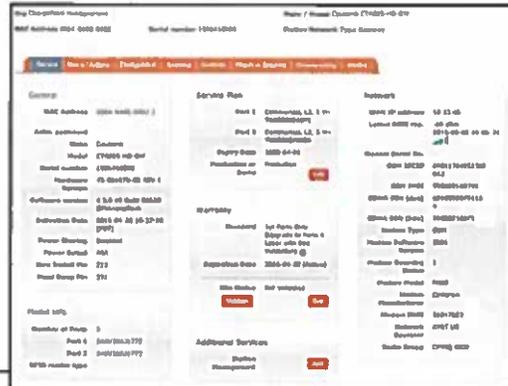
ChargePoint provides extensive monitoring and reporting capabilities in a user-friendly and highly flexible web interface. Access to the web portal and the standard set of reports is included in the network service plan at no additional cost. Energy Management functions and advanced analytics are available for an additional fee.

The ChargePoint web portal provides the tools necessary to actively monitor and manage all stations, including real-time status for each port; making is easy to view important information in a clear and concise table format.

Detailed real-time status for individual stations is available on the Station Properties page, including active charging sessions.

Administrators have the ability to:

- Get live status, including network connectivity and port status
- Reboot the station
- View live charging sessions
- View a history of charging sessions



All reports may be exported to Excel or CSV format from the reports page directly. Alternatively, data may be retrieved using the ChargePoint Web Services API. The categories of reporting available on ChargePoint are:



Analytics: A large collection of information, including peak occupancy, session information, energy dispensed, and GHG savings. There are several reports that should be highlighted:

- The **Unique Driver Report** shows how many different drivers utilize the station in a given timeframe. This is very useful in determining whether you have the same people charging all the time at the stations or if there are a wide variety of drivers using the stations
- The **Session Length Histogram Report** shows the average stay time at a station. When stations are used all the time it is important to look at how long people are staying.
- The **Average Utilization Report** shows how many hours during the day stations are being used.

Financial: If a fee is associated with charging, this report shows the monthly Flex Billing statement, including how much Drivers spent charging at the Organization’s stations, and how much money the Organization receives on a monthly basis.

Logs: a chronology of configuration changes and the success or failure of any attempt by the ChargePoint cloud to download information to the stations.

Audit Trail: All configuration and other actions including the user account that performed the action

Alarms: a table of station events, including service-affecting faults



Figure: Sample Energy Usage Report

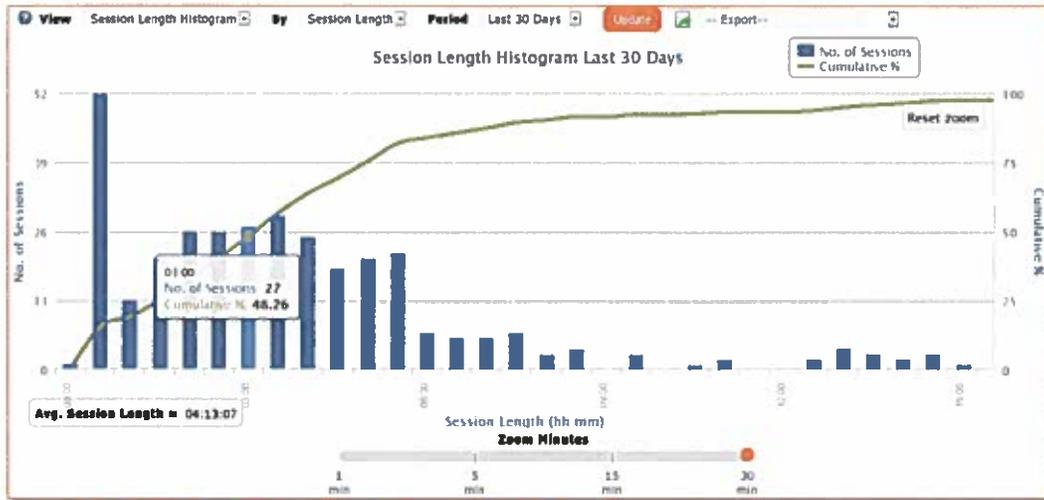


Figure: Sample Session Length Histogram Report



Figure: Sample Average Station Utilization Report

Session Details

All charging sessions have the following information recorded and available for export:

- Station Name
- MAC Address
- Org Name
- Start Date
- Start Time Zone
- End Date
- End Time Zone

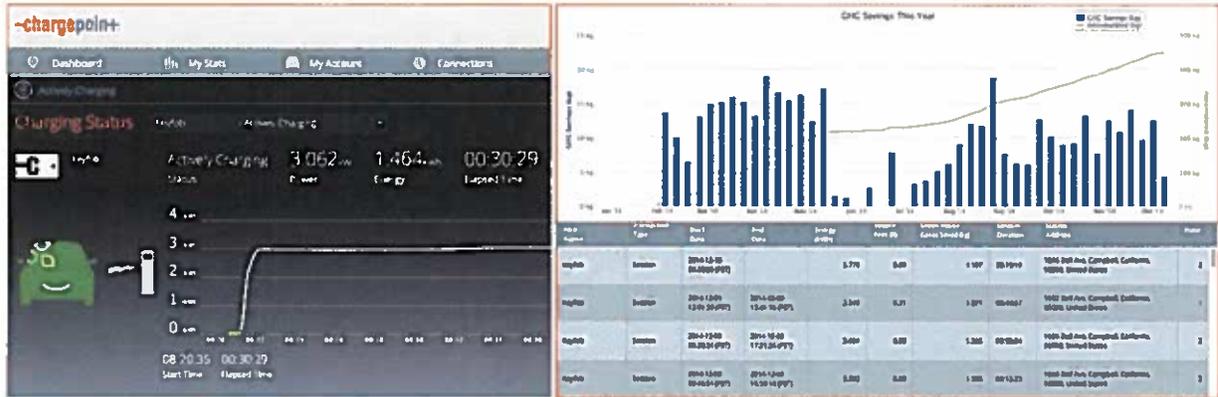
- Transaction Date (Pacific Time)
- Total Duration (hh:mm:ss)
- Charging Time (hh:mm:ss)
- Energy (kWh)
- GHG Savings (kg)
- Gasoline Savings (gallons)
- Port Type
- Port Number
- Plug Type
- Address 1
- Address 2
- City
- State/Province
- Postal Code
- Country
- Latitude
- Longitude
- Currency
- Fee
- Ended By
- Plug In Event Id
- Driver Zip Code
- User ID

Driver Interface

The **Driver** web portal provides a map of all charging stations within the geographical region of the driver, offering information on the charging station including its availability, reservation status and charging fee (if any).

Drivers are able to view real time charging status, make or change reservations, join a Waitlist, view real-time status of the waitlist, customize their charging experience and view past activity. The driver may elect to receive SMS or email messages when their vehicle is completely charged or if their charging session is interrupted for any reason such as a GFCI fault or disconnected cable.

Drivers can view fuel and greenhouse gas (GHG) savings and track the vehicle's charge history.



My Overall Stats

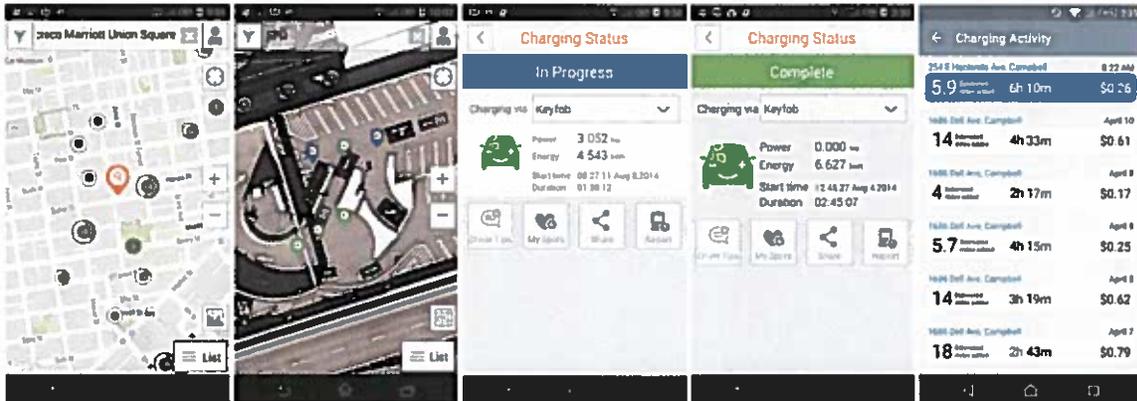
1,060.768
Energy (kWh)

445.523
GHG savings (kg)

258
Total Charge Ups

Mobile Application

In 2011, ChargePoint released its first mobile application. To date there have been over 110,000 unique downloads on both iOS and Android platforms. ChargePoint is now on our 5th major release of our mobile application. The mobile application is an absolutely critical component of our driver services, enabling drivers to locate stations on ChargePoint, 3rd party networks, and non-networked stations. Drivers are able to view real-time availability, navigate to any station using their own preferred mobile navigation tool, start and pay for sessions, view real-time charging status and receive alerts on charging events.



References

City of Austin, TX/Austin Energy

Ms. Shems Duval - Director of Emerging Transportation Technologies

Shems.Duval@austinenergy.com

512-322-6086

State of Utah—Governor’s Office of Energy Development

Blake Thomas – Alternative Transportation Program Specialist

blakethomas@utah.gov

801-538-8725

City of Garland, TX

Ms. Ginny Holliday—Facilities Director

gholliday@garlandtx.gov

972-205-4080

City of Riverside, CA

Martin L Bowman, Fleet Operations Manager, Fleet Management

Mbowman@riversideca.gov

(951) 351-6157

City of San José, CA

Laura Stuchinsky, Assoc. Transp. Specialist- Active Transportation, Dept. of Transportation

(408) 975-3226, Laura.Stuchinsky@sanjoseca.gov

Salt Lake City Corporation (City of Salt Lake City)

Cameron Scott—Facilities Utility Manager

Cameron.Scott@slcgov.com

801-865-8480

City of Oklahoma City

Marty Lawson--- Management Specialist

Marty.Lawson@OKC.GOV

405-297-2470

City Utilities of Springfield, MO

Chris Bell—Manager

Chris.Bell@cityutilities.net

417-863-9000

Attachment 2

CHARGING SERVICES AGREEMENT (EVgo Public Network)

Host: CITY OF ST. HELENA,
a _____

Agreement Date: _____, 2016

This Charging Services Agreement ("Agreement") is entered into as of the Agreement Date by Host and EVGO SERVICES LLC, a Delaware limited liability company ("EVgo"). Capitalized terms not defined herein shall have the meanings given to them in the attached Terms & Conditions, attached as Exhibit A and incorporated by reference herein.

A. Premises

Host Property: City of St. Helena Public Parking Lot located at: 1301 Money Way, St. Helena, CA 94574

The location where the Charging Stations shall be installed at the Host Property (the "Premises") is shown on the attached Exhibit B.

B. Charging Services

1. Term.

- a. The term of this Agreement (as extended from time to time, the "Term") shall commence on the Agreement Date, subject to the Terms & Conditions, and continue until ten (10) years following the date the Charging Stations are first operational (the "Commencement Date"). The Agreement will automatically renew for successive one (1)-year periods, unless terminated by either party upon at least thirty (30) days prior written notice. EVgo shall send to Host notice of the Commencement Date within a reasonable period following the occurrence of such date.
- b. This Agreement may be terminated upon (30) days' written notice to either party without penalty or fee:
 - i) in the case of EVgo, at any time prior to EVgo's submission of a permit application for construction at the Host Property or in the event that EVgo determines that the construction or continued operation of the Charging Stations is impracticable or uneconomical; and
 - ii) in the case of Host, in the event the Commencement Date has not occurred within twelve (12) months following the Agreement Date; provided that Host's rights shall terminate upon the Commencement Date.

2. Charging Services. During the Term, EVgo shall provide the following services (the "Charging Services"):

- a. EVgo shall install, at its sole cost and expense:
 - Two (2) DC Fast Charging Stations;
 - One (1) Level 2 Charging Station which may be added at a later date in EVgo's sole discretion;
 - Related equipment, hardware, software, signage and supporting equipment and structures.

The foregoing is collectively referred to as the "Charging Stations."

- b. EVgo shall be responsible for all operation and maintenance of the Charging Stations.

- c. The Charging Stations shall be available to EVgo Customers as part of its public network of EV charging stations.
- d. EVgo Customers shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, and 365/366 days per year. EVgo and its employees, contractors, and vendors may, at any time during the Term, access the Premises and Host Property to maintain, inspect, repair, upgrade or replace any portion of the Charging Stations.

3. **Exclusivity.** Host hereby grants EVgo an exclusive right to provide electric vehicle charging services at the Host Property during the Term hereof.

4. **Electricity.** Unless otherwise agreed by the parties, EVgo shall be responsible for all electricity costs of the Charging Stations. Host shall reasonably cooperate with EVgo's efforts regarding the provision of electricity to the Charging Stations. Neither Host nor EVgo has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Charging Stations, unless the cause of the interruption is covered by the party's indemnity provided for in the Terms and Conditions.

5. **Removal Upon Termination.** Promptly following the expiration or termination of this Agreement, EVgo shall remove the Charging Stations and all of EVgo's other property associated with the Premises from the Host Property.

C. Installation Activities.

1. Subject to the requirements of the Terms and Conditions, EVgo shall, at its sole cost and expense, conduct all installation activities (the "Installation Activities") required to support the installation and operation of the Charging Stations and Charging Services, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping.

2. On completion of the installation of the Charging Stations, EVgo shall retain all ownership rights therein and shall have the right to remove all or a portion of the same at any time during the Term, whether or not said items are considered fixtures and attachments to the Premises under applicable laws.

D. Other Provisions. NONE.

[Signature page follows]

HOST:

CITY OF ST. HELENA,

a _____

By: _____

Name: _____

Title: _____

Notice Address:

EVGO:

EVGO SERVICES LLC,

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Notice Address:

1000 North Post Oak Road, Suite 240

Houston, Texas 77055

Attn: COO

with a copy to:

11390 West Olympic Blvd., Suite 250

Los Angeles, CA 90064

Attn: Director of Legal Affairs

Exhibit A

Terms and Conditions

See attached.

TERMS & CONDITIONS

A. GENERAL

1) Premises.

a) During the Term (as defined in the Agreement), Host grants to EVgo a license to use and occupy the Premises for, as applicable, the design, development, construction, installation, and other activities set forth in the Agreement, including without limitation the installation, operation, maintenance, repair, security, replacement, and removal of Charging Stations, signage and associated equipment within the Premises. In addition, Host grants to EVgo the right to use and occupy areas of the Host Property adjacent to the Premises for the construction and installation of the Charging Stations, and shall confine its operations strictly to those sites permitted by applicable law, ordinances, permits and Host.

b) Host shall cause the Premises to be maintained in a clean, safe, and orderly condition, to at least the same standard as other areas at the Host Property that are under Host control are maintained. Unless otherwise specified in the Agreement, Host shall take reasonable measures to discourage and prevent anyone other than authorized EVgo Customers (defined below) from parking in the Premises.

2) Charging Services. During the Term, EVgo shall provide the Charging Services described in the Agreement.

a) Charging Stations on EVgo's public network shall be accessible to all EVgo subscribers and customers ("EVgo Customers"), who shall be charged in amounts reasonably determined by EVgo, which may change from time to time in EVgo's sole discretion. Charging Stations not on public networks shall be accessible only to authorized EVgo Customers in the manner determined by the parties and in accordance with EVgo's product offerings.

b) Host will have access to the same customer support that EVgo generally provides to EVgo Customers, which includes phone support and attempted diagnosis of any technical issue encountered in using any Charging Station. The applicable customer support phone number shall be displayed on or near each Charging Station.

3) Operation and Maintenance.

a) Subject to the terms and conditions of the Agreement, EVgo will operate the Charging Stations for the benefit of EVgo Customers and shall use commercially reasonable efforts to maintain the Charging Stations in good working order and repair.

b) To the extent Host has actual knowledge of the same, Host shall promptly notify EVgo and, as appropriate, emergency response personnel regarding any malfunction of a Charging Station.

4) Taxes. EVgo is solely responsible for personal property taxes imposed on the Charging Stations. Each party is responsible for its own income, franchise and similar taxes.

5) Method of Payment. For any amounts owed by EVgo to Host, on or before the forty-fifth (45th) day following the applicable due date (or at the end of each calendar month in the case of monthly payments), EVgo shall make a payment to Host of such amount by check or wire transfer or other electronic method mutually agreed upon by EVgo and

Host. For any amounts owed by Host to EVgo, EVgo shall invoice Host and Host shall pay such amounts within forty-five (45) days of receipt, or the parties shall make other mutually acceptable payment arrangements. EVgo may net any amounts owed to it by Host against any amounts it owes Host in determining payment amounts.

6) Termination.

a) The Agreement may be immediately terminated for cause by either party in the event of the following:

i) Breaches. The other party breaches or fails to perform any of its obligations in any material respect, and such breach or failure continues uncured for ten (10) business days after receipt of written notice.

ii) Insolvency. The other party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.

b) Within sixty (60) days following the termination or expiration of the Agreement, EVgo shall remove its property associated with the Premises from the Host Property.

7) Promotional Activities. During the Term of the Agreement, EVgo may promote the availability of the Charging Stations (to the extent they are on EVgo's public network of EV charging stations) through traditional and/or electronic media, including providing the address of the Host Property and a description thereof. No party shall use the other party's trade or service marks, logos or other proprietary materials without the prior written consent of the other party.

8) Signage. Subject to Host's prior approval, EVgo may place EVgo-branded signage within the Host Property and around the Premises at EVgo's sole cost and subject to applicable laws and regulations. At no time may Host place any signage on EVgo property.

9) Installation Activities. The term "Installation Activities" shall refer to the installation activities described in the Agreement.

a) Before beginning the Installation Activities, EVgo shall provide a copy of the construction schedule and installation plans to Host for its approval, which approval shall not be unreasonably delayed or withheld. No work will begin until plans have been approved by Host and all applicable permits and certifications have been obtained.

b) For Installation Activities to be performed by EVgo, EVgo shall:

i) designate the contractors or other service providers and be solely responsible for supervising such Installation Activities;

ii) cause its designated contractors and service providers to obtain from governmental authorities all licenses, permits, or other approvals (collectively, "Approvals") required to conduct such installations. Host will reasonably cooperate with EVgo's designated contractors and service providers as required to obtain such Approvals;

iii) bring on the Premises and permitted adjacent areas of the Host Property only those materials and equipment that are being used directly in the Installation Activities;

iv) perform Installation Activities only during times and days acceptable to Host and in a manner so as to not unreasonably interfere with Host's business operations;

v) not permit or suffer any mechanic's or materialmen's liens to attach to the Premises. If such a lien attaches to the Premises, EVgo shall remove or bond over such lien at EVgo's sole cost and expense, within twenty (20) days of EVgo receiving written notice thereof from Host.

c) Host shall reasonably cooperate with EVgo to facilitate EVgo's Installation Activities, including the provision of electricity to the Charging Stations. With respect to any Installation Activities not performed by EVgo or its agents, EVgo shall have no responsibility or liability for any such activities, including obtaining Approvals.

B. REPRESENTATIONS, WARRANTIES & COVENANTS

1) **General.** Each of Host and EVgo hereby represents and warrants to the other that, as of the Agreement Date: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of the Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, regulation, order, or other legal determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or proceeding that may adversely affect its ability to perform the Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization; (e) the Agreement constitutes a legal, valid and binding obligation of such party, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under the Agreement.

2) **Consents and Approvals.** Host further represents, warrants and covenants that it has obtained or shall obtain prior to the commencement of EVgo's Installation Activities or Charging Services any and all consents or approvals required in order for Host to grant the rights and perform its obligations under the Agreement, and for EVgo to take the actions contemplated in the Agreement.

C. INSURANCE

1) **EVgo Insurance.**

a) During the Term, EVgo shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance: (i) Statutory Worker's Compensation Insurance, and Employer's Liability limits of \$1,000,000 per accident per employee; (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (iii) Automobile Liability with a combined single limit of \$1,000,000; and (iv) \$1,000,000 in excess liability coverage per occurrence, which coverage shall sit excess of the scheduled underlying General Liability, and Automobile Liability and Employer's Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies.

b) With respect to EVgo's Commercial General Liability

Insurance, Automobile Liability Insurance and Excess Liability Insurance, Host shall be included as an additional insured with respect to liability arising out of EVgo's performance under the Agreement. EVgo shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by the Host as to the acts or omissions of EVgo.

2) **Host Insurance.** During the Term, Host shall maintain in full force and effect, at its cost and expense: (i) full replacement cost Property Insurance (written on an "all-risk/special perils" basis) for (1) the Host Property and all improvements thereon (but excluding any EVgo property); and (2) all personal property and trade fixtures owned by Host located at the Host Property; and (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

3) **Policy Requirements.** The insurance policies required under Sections C(1) and C(2) shall: (a) be issued by insurance companies licensed to do business in the state in which the Host Property is located, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most current Best's Insurance Reports available on the Agreement Date; if the Best's ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies; and (b) contain provisions whereby each party's insurers waive all rights of subrogation against the other party on each of the coverages required herein. From time to time upon request, each party shall provide the other with a certificate of insurance, evidencing the required coverages.

4) **Waiver.** Anything in the Agreement to the contrary notwithstanding, each party hereby waives every right or cause of action for any and all loss of, or damage to (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible) the Host Property and any improvements thereon, the Charging Stations, or to the personal property of either party, or its Related Parties, as defined in Section (D)1, regardless of cause or origin. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

5) **Casualty and Condemnation.** If any portion of the Host Property is damaged by fire or other casualty in a manner that adversely affects EVgo's use of the Premises, then either party may, within thirty (30) days of the date of such fire or other casualty elect to terminate the Agreement on written notice to the other party. If any portion of the Host Property is condemned or taken in any manner for a public or quasipublic use that could adversely affect EVgo's use of the Premises, then EVgo may elect to terminate the Agreement effective as of the date title to the condemned portion of the Host Property is transferred to the condemning authority.

D. INDEMNITY

1) **Indemnification.** Subject to Sections C(4) and D(2) hereof, each party shall indemnify and hold harmless the other party and its respective affiliates, representatives, agents, officers, directors, managers, members, shareholders, partners, contractors, or employees ("**Related Parties**") from and against all claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection (collectively, "**Losses**") that arise out of or result from (i) any willful misconduct or negligence of such party or its Related Parties, (ii) any

breach by such party of its obligations, representations or warranties under the Agreement; and (iii) in the case of EVgo, the use of the Premises by EVgo or its Related Parties, except to the extent arising out of or resulting from any willful misconduct or negligence of Host or its Related Parties.

2) **Limitation of Liability.** In no event shall either party be liable (in contract or in tort, including negligence and strict liability) to such other party or its Related Parties for any special, indirect or consequential damages relating to the Agreement. The entire liability of each party for any and all claims of any kind arising from or relating to the Agreement will be subject in all cases to an affirmative obligation on the part of the other party to mitigate its damages. Each party's total liability to the other party and its Related Parties on an aggregate basis arising out of or in connection with the Agreement, whether in contract or in tort, shall not exceed the total amount expended by the other party directly in connection with the Agreement, except as it applies to a party's obligations pursuant to **Section C [INSURANCE]**.

E. MISCELLANEOUS

1) **Notice.** Any notice provided or permitted to be given under the Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as set forth in the Agreement. Each party may change its address for notice by giving notice thereof to the other party.

2) **Assignment.** The Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. In the event the Premises is transferred or Host ceases to have the requisite level of control over the Premises necessary to fulfill its obligations under the Agreement (each, a "**Transfer Event**"), Host shall assign its rights and obligations under the Agreement to the person or entity which would be able to comply with Host's obligations following such Transfer Event.

3) **No Agency Relationship.** Nothing in the Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in the Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.

4) **Conflict; Severability.** In any conflict between the Agreement and these Terms & Conditions, the Agreement shall control. If any term of the Agreement is held by any court of competent jurisdiction to be invalid, such invalidity shall not invalidate the remainder of the Agreement and the Agreement shall be construed and deemed reformed to the extent necessary to render valid such term and the rights and obligations of the parties shall be enforced accordingly.

5) **Survival.** The provisions of Sections A(6)(b), C(4), D, and E(6) shall survive termination of the Agreement.

6) **Governing Law; Waiver of Jury Trial.** The Agreement shall be governed by and interpreted in accordance with the internal laws of the state where the Host Property is located without giving effect to conflict of law rules. The parties hereby waive any and all rights to request or require that a jury determine any fact, matter, dispute or litigation between them, or render any judgment or decision, in any way concerning the Agreement, and agree that any and all litigation between them arising from or in connection with the Agreement shall be determined by a judge sitting without a jury.

7) **No Waiver.** The failure of a party to insist on strict performance of any provision of the Agreement does not constitute a waiver of or estoppel against asserting the right to require performance in the future and a waiver or estoppel given in any one instance does not constitute the same with respect to a later obligation or breach.

8) **Remedies.** The rights and remedies provided by the Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under any applicable law, in equity or otherwise.

9) **Force Majeure; Change in Law.** Neither party is responsible for any delay or failure in performance of any part of the Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the party's control. If any rule, directive, order, decision or law adversely impacts the ability for EVgo to perform its obligations under the Agreement without becoming licensed or otherwise regulated by a public utility commission or analogous agency in the relevant jurisdiction, EVgo may, at its option, immediately suspend performance under the Agreement and/or terminate the Agreement upon notice to Host and without penalty.

10) **Attorneys' Fees.** If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of the Agreement, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

11) **No Third Party Beneficiaries.** The Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

12) **Integration; Amendments.** The Agreement contains all Agreements, promises and understandings between the parties, and that there are no verbal or oral Agreements, promises or understandings between the parties. Any amendment, modification or other change to the Agreement shall be ineffective unless made in a writing signed by the parties hereto.

13) **Counterparts.** The Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document.

14) **Construction.** All documents or items attached to, or referred to in, the Agreement are incorporated into the Agreement as fully as if stated within the body of the Agreement. Each party has cooperated in the drafting, negotiation and preparation of the Agreement and nothing herein shall be construed against either party on the basis of that party being the drafter of such language.

DRAWING INDEX:

- ARCHITECTURAL
- A101 SITE PLAN INDEX
- A102 ADA ELEVATIONS
- A103 ADA STANDARDS
- A104 SCHEDULES/NOTES
- STRUCTURAL
- B1 FOUNDATION / FRAMING / DETAILS
- B2 DETAILS

OWNER:

CITY OF ST. HELENA
 CONTACT: AGONEY/FREDRICH
 P.O. BOX 302
 ST. HELENA, CA
 T 707 843 7800
 F 707 843 7887
 E. money@sthele.ca.gov

PROJECT DATA:

OCCUPANCY GROUP: 0
 TYPE OF CONSTRUCTION: V-6
 STORES: 1
 SITE ADDRESS: MONEY WAY AND OAK AVENUE, ST. HELENA, CA 94574

SCOPE OF WORKS:

- NEW CONSTRUCTION OF MEN AND WOMEN'S PUBLIC RESTROOMS
- NEW CONSTRUCTION TRELLIS DESIGN
- NEW CONSTRUCTION WATER SYSTEM AND PLUMBING

INITIAL AREA:

TOTAL PROPOSED BUILDING AREA: 115.80 FT.

BUILDING CODES:

THE CITY OF ST. HELENA HAS ADOPTED AND ENFORCE THE FOLLOWING BUILDING CODES:

- 2010 CALIFORNIA BUILDING CODE (CBC)
- 2010 CALIFORNIA GREEN BUILDING STANDARDS CODE (CGS)
- 2010 CALIFORNIA CALIFORNIA ELECTRICAL CODE (CEC)
- 2010 CALIFORNIA CALIFORNIA MECHANICAL CODE (CMC)
- 2010 CALIFORNIA CALIFORNIA PLUMBING CODE (CPC)
- 2010 CALIFORNIA CALIFORNIA FIRE CODE (CFC)
- 2010 CALIFORNIA CALIFORNIA ENERGY CODE (CEC)
- 2010 CALIFORNIA CALIFORNIA ENERGY STANDARDS AND THE 2010 CALIFORNIA ENERGY CODE (CEC)

SITE LOCATION:

California Contract:

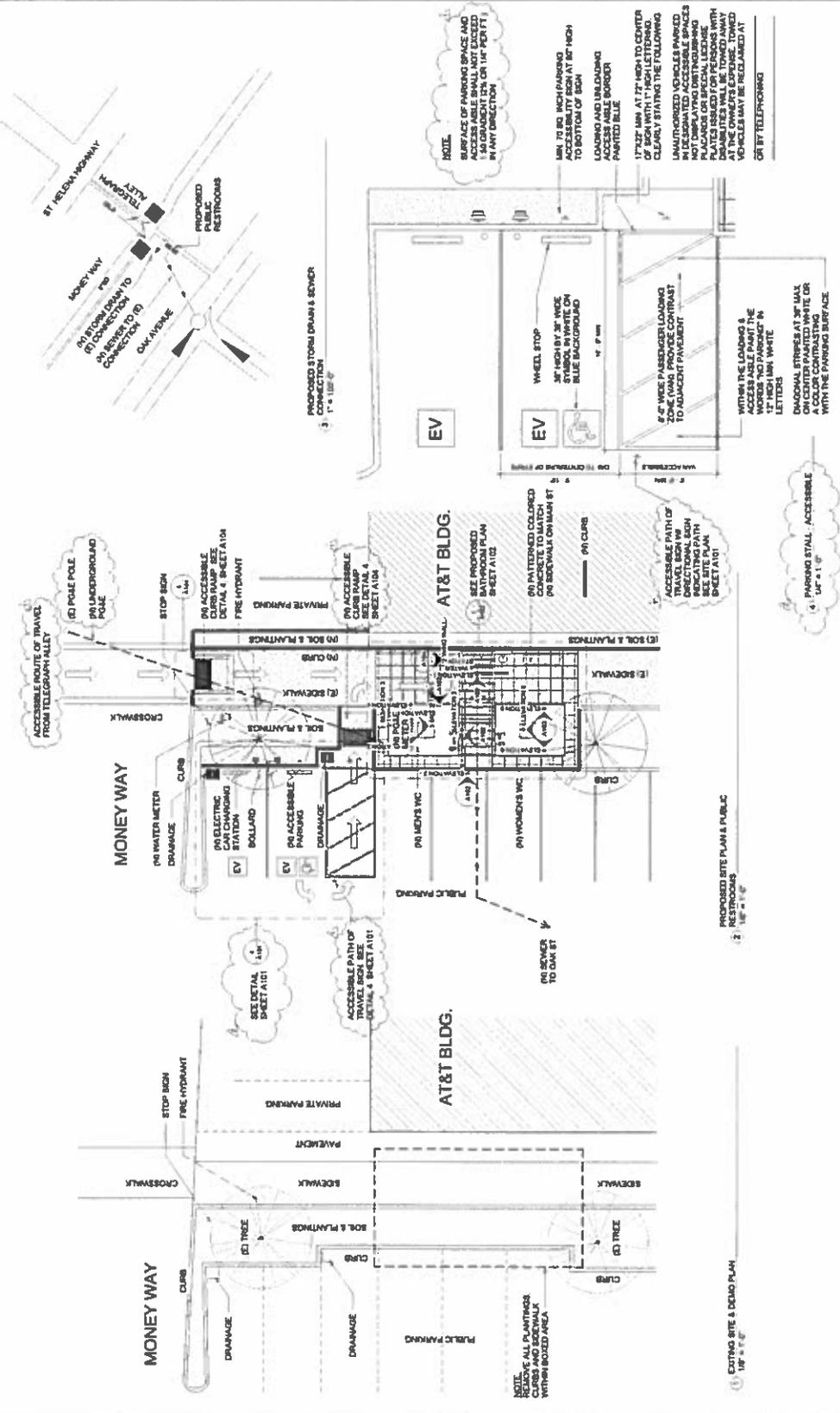
Agoney/Fredrich
 P.O. Box 302
 St. Helena, CA 94574
 T 707 843 7800
 F 707 843 7887
 agoney@sthele.ca.gov

Structural Engineer:

St. Helena
 2001 Mt. Diablo St.
 Lafayette, CA 94549
 T 925 284 2808
 info@sthele.ca.gov

MECHANICAL/ELECTRICAL:

3D Visual Design Technology, Inc.
 2001 Mt. Diablo St.
 Lafayette, CA 94549
 T 925 284 2808
 info@sthele.ca.gov



ST. HELENA RENAISSANCE COMMITTEE

PUBLIC RESTROOMS SITE PLAN / INDEX

Project Number: 8-02-13
 Date: 8-02-13
 Drawn by: Aghajanian
 Checked by: Chastain
 Scale: As indicated

A101