

STAFF REPORT

DATE: March 7, 2023

TO: City Council

FROM: Dianna Jensen, Acting PWET Director / City Engineer
Melissa Marshall, Principal Civil Engineer
Kerry Loux, Sustainability Coordinator

SUBJECT: Electric Vehicle Charging Infrastructure Phase I -Mobile Solar EV Charging Stations, CIP No. ET8341

Recommendations

1. Approve a Resolution (attachment 3), which:
 - a. Waives the competitive bid requirement for the procurement, installation and maintenance of the Paired Power portable solar mobile charging stations per Section 15.02.120 to Article 15.02 (Purchases) of Chapter 15 (Finance and Taxation) of the Davis Municipal Code; and
 - b. Authorizes the City Manager to execute the contract with Paired Power in the amount of \$137,300, to purchase, install, and maintain (for five years), two (2) mobile solar electric vehicle (EV) charging stations.

Fiscal Impact

All costs are fully covered by the funds from the City of Davis share of the Electrify Yolo grant funding.

The cost to purchase, deliver and install the (2) PairTree solar charging stations is \$132,400. An additional \$4,400 is required for five-year operations and maintenance (O&M) plan fees, and \$500 per year network fees starting in the second year of use, as per the attached Paired Power quotes (Attachments 1 and 2). The total contract amount with Paired Power for the Pair Tree charging stations is \$137,300.

Additional City staff labor, equipment, and materials is estimated to be \$10,000, which anticipates some site preparation costs (see site location discussion below). Staff also recommends setting aside \$20,000 for any time and materials costs that may be required for parts repair and replacement, as per the Warranty and Network Support Agreements (available if requested; for example, instances of vandalism would not be covered under the standard O&M plan). Total cost for purchase, delivery, installation and maintenance of the charging stations is estimated to \$167,300.

City Council Goals

The proposed actions directly support the City Council Goal to Pursue Environmental Sustainability.

Additionally, this is one required component of implementing the approved Fund Exchange Agreement (FEA) with SACOG for “Electrify Yolo” Green Region grant funding.

Commission Input

Recommendations for Phase 1 EV infrastructure implementation were twice presented by staff and consultant Frontier Energy, Inc. to the Natural Resources Commission (NRC). A Commission-appointed representative of the Bicycling, Transportation and Street Safety Commission (BTSSC) was present to participate in the discussions, provide feedback as needed, and report back to the BTSSC. Previously, two presentations were provided to the Utilities Commission (UC) in May and June 2020 to get input on content and approach prior to the release of the consultant Request for Proposals for EV Charging Infrastructure.

On April 25, 2022, the Electric Vehicle Charging Infrastructure Phase 1 Final Report was presented to the NRC, which addresses completion of the City of Davis commitments in the Green Region Grant FEA between SACOG and City of Davis (Phase 1 components). This was in advance of the City Council action on June 30, 2022 to approve Phase 1 EV charging site locations.

Background Information

The overall project, Electrify Yolo, is a regional project, with City of Davis as the lead agency, and includes Yolo County, Valley Clean Energy Alliance (VCE) on behalf of City of Winters, and City of Woodland. Davis has Memoranda of Understanding with each partner. The project is funded under a 2018 SACOG Green Region grant, with a total funding of \$2,911,752.

The City of Davis’ Electrify Yolo share is approximately \$2 million of the total grant award, with the remaining \$1 million being implemented by the other partners, as per the Electrify Yolo agreement. All funds for the entire project were defederalized through an FEA between SACOG and Davis. Davis is responsible for providing annual progress reports to SACOG on behalf of all partners, and is required to expend all funds by December 31, 2023.

On June 1, 2021, the City Council of the City of Davis authorized the City Manager to negotiate and execute a consultant contract with Frontier Energy, Inc. for the design of the Electric Vehicle (EV) Charging Infrastructure Phase 1 project. This includes 1) developing a planning framework for EV charging infrastructure in Davis; and 2) identifying Phase 1 site locations and developing construction documents, permitting and environmental review to complete installation to comply with the commitments in the FEA with SACOG in advance of the December 2023 deadline.

Phase 1 of the Davis project is dedicated to meeting the requirements established in the FEA, which includes installation of Level 2 and Level 3 EV chargers, purchase of a fleet electric vehicle, and purchase of at least two (2) mobile solar EV chargers. As part of Phase 1, a contract for a fleet electrification study is currently underway to identify an implementable roadmap, timeframe, and actions needed to transition the municipal fleet to renewable fuel vehicles.

Key Phase 1 considerations for siting the two mobile chargers and other selected Level 2 and Level 3 (DC Fast) EV charger locations are:

1. Visibility to people who live, work, and visit Davis to encourage them to switch to an EV; and
2. Potential for expansion to other forms of electric or active transportation; and
3. Replacing existing chargers which do not allow for fee collection, with “smart” chargers so that the City can collect fees to offset energy use and maintenance costs; and
4. Minimizing construction time and costs associated with upgrading or adding electrical panels, replacing underground conduit, and increasing the electrical service from PG&E.

These locations and considerations were developed through an iterative site recommendation process that included community input, data analysis, utility data, and site inspections.

Significant remaining funds are anticipated following completion of the Phase 1 grant-related FEA commitments. Based on the FEA, any additional remaining funds will not be subject to the grant requirements or deadlines. City of Davis will use these funds to complete subsequent phases of EV charging infrastructure planning and implementation in Davis, with locations as informed by recommendations from professional expertise, community input and engagement with an emphasis on equitable distribution and implementation of charging infrastructure. Finally, the funds could potentially be used to leverage additional grant funding for EV charging infrastructure and zero emissions vehicle (ZEV) community-wide master planning. Frontier Energy completed research and analysis and confirmed that there are only two vendors available that provide the technology for the portable solar mobile charging stations, PairedPower and Beam (formerly called Arc). Beam doesn't fit the parameters of the grant. PairedPower is the only vendor that meets the requirements for a solar powered charging station that is portable.

Section 15.02.050 of the Davis Municipal Code requires a competitive procurement process for a project over \$50,000. However, Sec. 15.02.120 provides an exception:

- (b) When it is determined by the City Manager that the supply, service, or equipment can only be obtained from one vendor;

Since only one vendor can provide what is needed, this provides a basis for sole sourcing this procurement.

PairTree Mobile Solar EV Charger Information

The PairTree mobile charger is a 100% solar powered transportable canopy, equipped with a battery energy storage system and Level 2 (AC) charging station. Each charging station will be owned by City of Davis, with five years of operations and maintenance (O&M) included in the contract to minimize staff time and resources for managing the station. The quote from Paired Power also includes delivery, installation, leveling,

bollard(s), taxes and other expenses. The City has received a \$7,500 “early customer” discount on the purchase price, since we are one of the first customers to purchase this product. In addition, the first year of O&M plan fees are waived (\$550 each). Our Equipment Purchase and Installation and Service agreement, the template of which is included as attachment 6, provides a two-year warranty on the equipment.

Additional City staff labor, equipment, and materials, not to exceed \$10,000, are included in the total cost requested to address site preparation requirements (see next section). Staff also recommends setting aside \$20,000 for any time and materials costs required for parts repair and replacement of EV charging components, cords, solar or battery equipment, as per the Warranty and Network Support Agreements (available if requested; for example, instances of vandalism would not be covered under the standard O&M plan).

PairTree offers the following features and benefits, as per the PairTree website:

1. No utility bill (free energy and no demand charges); and
2. Level 2 charging rate up to 5 kW charge per vehicle; and
3. Compatible with all major EV and PHEV models ; and
4. Free user-friendly mobile app: User can easily manage their charging session via mobile phone Intelligent energy management monitoring and reporting; and
5. Includes energy data tracking for City sustainability and financial reports; and
6. Full turnkey solution - Installs in one day. Includes pre-assembled transportable PV canopy, PV modules, EV charging stations, and delivery to site; and
7. No permitting required.



Charging Station Locations

The City of Davis committed to purchasing a minimum of two (2) mobile solar EV charging stations as part of the FEA.

Following investigation of several potential locations, staff is recommending locating one mobile charger in the public parking lot at 616 1st Street at this time. This location provides a central downtown Davis site, close to businesses as well as Interstate 80. The site does not require grading or other modifications to install the charger, however minimal costs (\$5,000) are anticipated for staff labor, equipment and materials to be used to prepare the site, seal the asphalt, and add striping for visibility and accessibility.

The second charger would be placed at a second site still under review. As this site is yet to be determined, a slightly higher cost (\$10,000) has been assumed for site preparation, as additional factors such as tree trimming and/or more intensive pavement rehabilitation may be needed at this site. Staff is recommending the purchase of the second charger in advance of the final site determination in order to 1) take advantage of the small "Early Customer Discount" and 2) speed up the process to get the second charger installed prior to December 31, 2023. As shown on Paired Power Quotes (Attachments 1 and 2), there is typically at least several months of delay for anticipated delivery.

Attachments

1. Paired Power Quote Location 1
2. Paired Power Quote Location 2
3. Resolution
4. Staff report to City Council, June 1, 2021. Electric Vehicle Charging Infrastructure Phase I Final Report showing preliminary proposed Phase 1 site locations
5. Fund Exchange Agreement between SACOG and City of Davis
6. City of Davis Equipment Purchase, Installation and Service Agreement Template



QUOTE
68000

Paired Power
1624 Dell Ave.
Campbell, CA 95008
(650)-701-7247
www.pairedpower.com

September 12, 2022

Kerry Loux
Sustainability Coordinator
City of Davis
23 Russell Blvd.
Davis, CA 95616
(530) 757-5602

Dear Ms. Loux:

We value the opportunity to work with the City of Davis and support your efforts to install a public solar EV charging station. Should you or your colleagues have any questions about this quote, our team is available for any questions. We look forward to working together and accomplishing your EV charging project goals.

Product Description: Paired Power’s PairTree offers a 100% solar powered transportable canopy equipped with battery energy storage system and Level 2 (AC) charging station. PairTree offers the following features and benefits to site hosts and EV drivers:

Features	Benefits
100% solar EV charging stations	No utility bill (free energy and no demand charges)
Level 2 charging rate	Up to 5 kW charge per vehicle
EV Compatibility	Compatible with all major EV and PHEV models
Free user friendly mobile app	User can easily manage their charging session via mobile phone
Intelligent energy management monitoring and reporting	Includes energy data tracking for sustainability and financial reports
Full turnkey solution - Installs in one day!	Includes pre-assembled transportable PV canopy, PV modules, EV charging stations, and delivery to site. No permitting required.

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www.pairedpower.com



Sales Quote

Customer Details

Project Details

Kerry Loux, Sustainability Coordinator	Date:	09/12/2022
City of Davis	Quote #:	68000
23 Russell Blvd.	Project Name:	Davis
Davis, CA 95616	Expected Delivery:	Q1 2023

Description	Qty	Unit Price	Total Price
PairTree - 5 kW solar canopy (transportable)	1	\$ 60,000.00	\$ 60,000.00
<i>SunStation Charger (Level 2)</i>	1	Included	Included
<i>31.8 kWh BESS</i>	1	Included	Included
Zip Code (95616)	8.25%	Sales Tax	\$4,950.00
Shipping, Delivery, Installation Fees	1	\$ 5,000.00	\$ 5,000.00
Early Customer Discount	1	\$ (5,000.00)	\$ (5,000.00)
PairTree Total Purchase Option*	-	-	\$ 64,950.00

Network & Support Fees**	Qty	Unit Price	Total Price
SunStation Network Fees (12 months waived)	1	\$ 250.00	\$ 250.00
5 yr. O&M Plan (12 months waived) [Optional]	1	\$ 550.00	\$ 2,200.00

This quotation is for the items listed above and is issued subject to all stated terms and conditions.

* Includes parking bollard, lighting. Does not include site prep work such as tree removal, lighting removal, landscaping, irrigation, or fire sprinklers if required.

** See Paired Power's O&M plan for details on network and hardware support coverage.

Price quotes are valid for 30 days from quotation date.

Prepared by

Kenji Tabery	kenji.tabery@pairedpower.com	650-701-7247
Printed Name	Email	Phone

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www.pairedpower.com



QUOTE
68020

Paired Power
1624 Dell Ave.
Campbell, CA 95008
(650)-701-7247
www.pairedpower.com

February 2, 2023

Kerry Loux
Sustainability Coordinator
City of Davis
23 Russell Blvd.
Davis, CA 95616
(530) 757-5602

Dear Ms. Loux:

We value the opportunity to work with the City of Davis and support your efforts to install a public solar EV charging station. Should you or your colleagues have any questions about this quote, our team is available for any questions. We look forward to working together and accomplishing your EV charging project goals.

Product Description: Paired Power’s PairTree offers a 100% solar powered transportable canopy equipped with battery energy storage system and Level 2 (AC) charging station. PairTree offers the following features and benefits to site hosts and EV drivers:

Features	Benefits
100% solar EV charging stations	No utility bill (free energy and no demand charges)
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EV Compatibility	Compatible with all major EV and PHEV models
Free user friendly mobile app	User can easily manage their charging session via mobile phone
Intelligent energy management monitoring and reporting	Includes energy data tracking for sustainability and financial reports
Full turnkey solution - Installs in one day!	Includes pre-assembled transportable PV canopy, PV modules, EV charging stations, and delivery to site. No permitting required.

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Sales Quote

Customer Details

Project Details

Kerry Loux, Sustainability Coordinator	Date:	2/2/23
City of Davis	Quote #:	68020
23 Russell Blvd.	Project Name:	Davis
Davis, CA 95616	Expected Delivery:	Q3 2023

Description	Qty	Unit Price	Total Price
PairTree - 5 kW solar canopy (transportable)	1	\$ 60,000.00	\$ 60,000.00
<i>SunStation Charger (Level 2)</i>	1	Included	Included
<i>31.8 kWh BESS</i>	1	Included	Included
Zip Code (95616)	8.25%	Sales Tax	\$4,950.00
Shipping, Delivery, Installation Fees	1	\$ 5,000.00	\$ 5,000.00
Early Customer Discount (Shipping Waived)	1	\$ (2,500.00)	\$ (2,500.00)
PairTree Total Purchase Option*	-	-	\$ 67,450.00

Network & Support Fees**	Qty	Unit Price	Total Price
SunStation Annual Network Fee (12 months waived)	1	\$ 250.00	\$ 250.00
5 yr. O&M Plan [Optional]	4	\$ 550.00	\$ 2,200.00

* Lighting and bollards are included in this quote. Does not include site prep work such as tree removal, lighting removal, landscaping, irrigation, or fire sprinklers if required. In addition, this quote does not include parking striping or signage or other parking configuration changes that may be necessary.

** See Paired Power's O&M plan for details on network and hardware support coverage. First 12 months waived for both SunStation network and O&M plans.

This quotation is for the items listed above and is issued subject to all stated terms and conditions. Price quotes are valid for 30 days from quotation date.

Prepared by

Kenji Tabery	kenji.tabery@pairedpower.com	650-701-7247
Printed Name	Email	Phone

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www.pairedpower.com

RESOLUTION NO. 23-XXX, SERIES 2023

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT TO PURCHASE, INSTALL, AND MAINTAIN TWO “PAIRTREE” MOBILE SOLAR ELECTRIC VEHICLE CHARGING STATIONS

WHEREAS, the City of Davis has demonstrated leadership in sustainability policy and implementation in California and has historically taken important actions to reduce greenhouse gas (“GHG”) emissions in our community, including long-term commitments to alternative transportation options; and

WHEREAS, in March 2019, the Davis City Council adopted a Resolution of the Council Declaring a Climate Emergency and Proposing Mobilization Efforts to Restore a Safe Climate, including moving toward completely electrified transportation systems, encouraging active transportation (bicycling, walking and public transit) and accelerating the community carbon neutrality goal to 2040; and

WHEREAS, the City of Davis, in partnership with Valley Clean Energy (“VCE”), applied for and received a Sacramento Area Council of Governments (“SACOG”) 2018 Green Region grant award of \$2,912,000 for regional collaboration in implementing electric vehicle charging infrastructure, called the ‘Electrify Yolo’ project, with partner agencies VCE, Yolo County and City of Woodland; and

WHEREAS, the City of Davis will act as fiduciary agent for regional partner implementation of each agency’s SACOG Green Region funding and will separately implement the City’s approximately \$2 million share of the grant funding for electric vehicle charging infrastructure implementation; and

WHEREAS, the approved Fund Exchange Agreement (“FEA”) with SACOG for the Green Region grant listed the purchase of 2 to 10 Mobile Chargers as part of the Electrify Yolo project scope; and

WHEREAS, on June 1, 2021 the City Council of the City of Davis authorized the City Manager negotiate and execute a Professional Services Agreement with Frontier Energy, Inc., a Davis based firm, and subconsultant DKS Associates, as project consultants to implement the Electric Vehicle (EV) Charging Infrastructure Phase 1 project; and

WHEREAS, Frontier Energy, Inc., has determined that PairedPower is the only vendor that meets the grant requirements for a solar powered charging station that is portable; and

WHEREAS, the City Council may approve procurement and installation of replacement the procurement, installation and maintenance of the Paired Power portable solar mobile charging stations per Section 15.02.120 to Article 15.02 (Purchases) of Chapter 15 (Finance and Taxation) of the Davis Municipal Code:

Sections 15.02.040, 15.02.050 and 15.02.100 shall not apply to the purchases of supplies, services, and equipment under the following circumstances:

(b) When it is determined by the city manager that the supply, service, or equipment can only be obtained from one vendor.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davis does hereby resolve as follows:

1. Waives the competitive bid requirement for the procurement and installation per City Code Section 15.02.120 to Article 15.02 (Purchases) of Chapter 15 (Finance and Taxation) of the Davis Municipal Code; and
2. Authorizes the City Manager to enter into an Equipment Purchase, Installation and Service Agreement in the amount of \$137,300 to purchase, install, and maintain two (2) mobile solar electric vehicle (EV) charging stations from Paired Power.

BE IT FURTHER RESOLVED that an addition \$30,000 be and is hereby allocated from project funds for City staff labor, equipment, and materials estimated to prepare the charging station sites and for future parts repair and replacement.

PASSED AND ADOPTED by the City Council of the City of Davis on this 7th day of March, 2023, by the following vote:

AYES:

NOES:

Will Arnold
Mayor

ATTEST:

Zoe S. Mirabile, CMC
City Clerk

STAFF REPORT

DATE: June 1, 2021

TO: City Council

FROM: Stan Gryczko, Public Works Utilities and Operations Director
Brian Mickelson, Public Works Deputy Director
Kerry Loux, Sustainability Coordinator

SUBJECT: ‘Electrify Yolo’ Electric Vehicle Charging Phase 1 Consultant Selection

Recommendation

1. Approve the attached Resolution (Attachment 1) that authorizes the City Manager to negotiate and execute a consultant contract with Frontier Energy for the Electric Vehicle (EV) Charging Infrastructure Phase 1 project, Capital Improvement Project (CIP) 8341.
2. Increase estimated revenue and expenditure appropriations in the General CIP Fund (012) by \$533,210.

Fiscal Impact

The fiscal impact of this step in the EV Charging Project is the exchange of funds for CIP 8341 from Fund 476 (Downtown Area Capital Revitalization) to Fund 012 (CIP Fund). With this exchange, explained in the report under ‘Project Delay and Funding,’ the actual dollar impact is zero. This step in the project includes the cost of the consultant contract and other contract-related expenses, not to exceed \$200,000 to initiate the City’s EV charging infrastructure planning effort, which is within the grant award amount. In addition to the contract, as part of the City’s role of fiscal agent in the administration of this grant, the City will disperse payments to the other partners for their projects in the amount of \$1M, \$200,000 of which has already been paid to Yolo County. Currently within CIP 8341, there is \$465,000 of construction tax funding. The requested appropriation of an additional \$533,210 will provide the ability for the City to begin consultant work on the EV planning effort and provide necessary payments to all partners in this effort. The additional funds will be allocated next fiscal year.

City Council Goals

The proposed actions directly support the City Council Goal to Pursue Environmental Sustainability.

Commission Input

Staff met with the Utilities Commission on May 20, 2020 and June 17, 2020 to discuss the Request for Proposals for EV infrastructure implementation. The Commission provided feedback on the RFP:

- The need to ensure that in the cost analysis of the RFP scope of work, there is the inclusion of the option of third-party owning/leasing (with charging as a service) contracts with vendor, and the request that the consultant to spell out options, with appropriate descriptions of what costs variables are applicable to each type of service. The RFP should also request the consultant provide detail on what ‘make ready infrastructure’ the city would be required to complete, and get to provide more expressive direction to explore options

The following motion was approved on June 17 by the UC: “Approve the recommendation to Council to release a Request for Proposals (RFP) for Phase 1 EV charging feasibility and cost analysis, construction documents and other related materials.” (Moved by Roberts-Musser, seconded by Deos, ayes Braun, Bystrom, Deos, Kristov, Roberts-Musser, Troost; abstain Franco)

The Natural Resources Commission received an informational update on the status of the EV infrastructure implementation at their meeting on June 22, 2020.

Discussion of further City of Davis EV implementation priorities will be discussed with appropriate commission(s) and brought to City Council for review and approval.

Background

In December of 2018, the City of Davis was awarded \$2,912,000 in grant funding for implementing Electric Vehicle Charging Stations (Level 2, 3 and mobile chargers) and purchasing an electric transport vehicle capable of transporting eight or more people. This ‘Electrify Yolo’ project was the result of a successful grant application submitted to Sacramento Area Council of Governments (SACOG) by Valley Clean Energy (VCE) and the City of Davis, representing four regional partner agencies: The City of Davis, Yolo County, the City of Woodland and VCE.

As part of the City’s planning associated with the grant award, City Council reviewed and approved the EV Charging Phase 1 Request for Proposals (RFP) for consultant services on July 7, 2020. The project RFP was released on August 11, 2020 with a proposal deadline of September 8, 2020.

Proposals Review and Consultant Selection

Four qualified proposals were received in response to the RFP. An internal review team of three (3) City staff members unanimously ranked the Frontier Energy proposal as the top response. Evaluation criteria considered by staff (and outlined in the RFP) included proposal quality,

completeness and responsiveness, demonstrated understanding of the city's needs, expertise in current and emerging EV charging infrastructure technology, recent related experience with similar projects and cost of proposal.

The Frontier proposal was thorough and informative, demonstrated clear understanding of the city's needs and proposed innovative approaches, provided examples of similar recent experience in the Sacramento region. In summary, the team had no reservations for the recommendation of this team based on the proposals.

Staff recommends selection of Frontier Energy and subconsultant DKS Associates for the project, based on the information and justifications included in this report.

Project Delay and Funding

Initial discussions with staff around the recommendation for consultant selection did occur in November of 2020, and a report for consultant selection was drafted at that time. However, unforeseen funding issues necessitated further internal review of the project prior to proceeding with the City's planning effort. Funding for the grant was originally swapped with the YOL17140, I-80/Richards Interchange CIP to expedite the installations of EV chargers, and reduce the administrative burden by converting the funds to a local source.

While preparing the original staff report for the consultant agreement, it was determined by the City's Finance Director that the funds originally swapped with the interchange project were Redevelopment Agency Funds and would not be eligible for the EV Charging project as planned. Working with the Public Works Director – Engineering and Transportation, eligible funds from other CIPs that could use Redevelopment Agency Funds were identified, to enable work to continue on the EV Charging project. The funds already allocated in CIP 8341, plus the funds requested for appropriation with this staff report, will fully fund the project partners and allow the City to prepare the design of Phase 1 of the EV Charging project. Future funding determinations for the full grant award amount will be made in the next fiscal year.

Project Tasks and Scope of Work

This Phase 1 contract will provide both the planning framework and data to support the future of EV implementation in Davis, along with completion of the requirements in the SACOG Fund Exchange Agreement (FEA).

Tasks in the contract, as proposed by Frontier/DKS will include:

- **Task 1: Lifecycle Cost Analysis (LCCA)**, which will address assumptions made, return on investment, impact of technology changes, ownership models, capital, overhead and maintenance costs and potential to offset costs. An updateable spreadsheet of the LCCA model will be provided.

- **Task 2 Site Feasibility and Cost Analysis**, which will address the identified sites and use a Public Charger Siting Optimizer customized with Davis criteria, analysis of each proposed location and a one-page summary of sites recommended for Phase 1.
- **Task 3: Identify Technology**, which will include both recommended current technologies for Phase 1 implementation and identification of emerging technologies for future EV charging infrastructure.
- **Task 4: Construction Documents, Environmental Review and Permitting**, which will include one bid package tailored to the City of Davis requirements for bidding and construction.
- **Task 5: Phase 1 Report**, which will be completed on the city's three-month time line following contract execution. All the prior tasks will be consolidated into a concise report that the City can use to implement the charging stations funded in the Green Region grant, leverage for other Electrify Yolo projects, and use as reference material for future funding opportunities.

Additionally, the proposal identifies optional tasks that may be chosen to be undertaken as part of this or a future project.

This Phase 1 effort for implementing EV charging infrastructure and equipment purchases, based on the identified Green Region 'Electrify Yolo' goals for funding, is intended to benefit Davis residents, build internal capacity for Davis as a destination and improve multi-modal hub development in the Davis downtown. This is being accomplished through the suite of elements funded by this grant, including charging infrastructure in the downtown, and purchase of mobile chargers and electric vehicle(s).

As stated in the Commission Input section of this report, City of Davis EV implementation priorities identified after the completion of Phase 1 will be discussed with appropriate commission(s) and brought to City Council for review and approval. Staff will again note that once the minimum commitments in the SACOG FEA have been met, the City can utilize the remaining funding for any EV-related implementation, without limits from SACOG or federal funding requirements.

Attachments

1. Resolution Authorizing the City Manager to Execute a Consultant Contract with Frontier Energy for the Electric Vehicle (EV) Charging Infrastructure Phase 1 Project

RESOLUTION NO. 21-067, SERIES 2021

RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH FRONTIER ENERGY, INC. FOR ELECTRIC VEHICLE CHARGING INFRASTRUCTURE PHASE 1, AND AMEND THE FISCAL YEAR 2020/2021 BUDGET FOR GENERAL CIP FUND (012)

WHEREAS, the City of Davis has demonstrated leadership in sustainability policy and implementation in California and has historically taken important actions to reduce GHG emissions in our community, including long-term commitments to alternative transportation options; and

WHEREAS, the Davis City Council adopted the March 2019 Resolution of the Council Declaring a Climate Emergency and Proposing Mobilization Efforts to Restore a Safe Climate, including moving toward completely electrified transportation systems, encouraging active transportation (bicycling, walking and public transit) and accelerating the community carbon neutrality goal to 2040; and

WHEREAS, the City of Davis, in partnership with Valley Clean Energy (VCE), applied for and received a Sacramento Area Council of Governments (SACOG) 2018 Green Region grant award of \$2,912,000 for regional collaboration in implementing electric vehicle charging infrastructure, called the 'Electrify Yolo' project, with partner agencies VCE, Yolo County and City of Woodland; and

WHEREAS, the City of Davis will act as fiduciary agent for regional partner implementation of each agency's SACOG Green Region funding and will separately implement the City's approximately \$2 million share of the grant funding for electric vehicle charging infrastructure implementation; and

WHEREAS, City staff recommends Frontier Energy, Inc., a Davis based firm, with subconsultant DKS Associates, as project consultants to implement the approved Scope of Work for the Electric Vehicle Charging Infrastructure Phase 1 project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davis does hereby authorize the City Manager to negotiate and execute a consultant contract with Frontier Energy, Inc. for the Electric Vehicle (EV) Charging Infrastructure Phase 1 project for an amount not to exceed \$200,000; and

BE IT FURTHER RESOLVED that the estimated revenue and expenditure appropriations for fiscal year 2020/2021 budget of General CIP Fund (012) is hereby increased by \$533,210; and

BE IT FURTHER RESOLVED that all terms, conditions, and covenants of said agreement be, and the same are hereby approved, ratified, and confirmed.


PASSED AND ADOPTED by the City Council of the City of Davis on this 1st day of June, 2021, by the following vote:

AYES: Arnold, Carson, Chapman, Frerichs, Partida

NOES: None



Gloria J. Partida
Mayor

ATTEST:

Zoe S. Mirabhe, CMC
City Clerk



1415 L Street,
Suite 300
Sacramento, CA
95814

916.321.9000
sacog.org

December 18, 2019

Mike Webb, City Manager
City of Davis
23 Russell Boulevard
Davis, CA 95616

Re: "Electrify Yolo" Green Region Project Fund Exchange

Dear Mr. Webb:

This letter confirms the agreement between the City of Davis (City) and the Sacramento Area Council of Governments (SACOG) for a fund exchange transfer between SACOG and City projects to expedite the development of the Electrify Yolo Project. This project was submitted to the SACOG Green Region grant program by Valley Clean Energy and City of Davis, representing three regional partner agencies—Yolo County, City of Davis and City of Woodland.

Background

In December 2018, the SACOG Board of Directors authorized the award of a Green Region grant in the amount of \$2,912,000 to Valley Clean Energy and City of Davis, representing the regional "Electrify Yolo" Project. The Electrify Yolo Project supports electric vehicle infrastructure and improved multi-modal hub development in Yolo County, the City of Davis and City of Woodland. SACOG and the City are committed to implementing the Electrify Yolo Project (YOL19448) in accordance with the terms of the Green Region grant. Suitable local projects and associated local funds have been identified for the fund transfer (from YOL17140, I-80/Richards), such that sufficient local funds are allocated to implement both the Electrify Yolo Project and previous SACOG supported City projects. Funds proposed for an exchange transfer total \$2,912,000.

On January 16, 2019, SACOG, City of Davis and Valley Clean Energy staff discussed the Electrify Yolo Project, which includes the installation of electric vehicle chargers, including Level 2 chargers, DC Fast chargers, and mobile chargers in Davis, Woodland and Yolo County, and the implementation of an electric microtransit pilot in Davis. City staff agreed to work through a contractor Request for Proposals (RFP) process and award the contract using City local funding, per City procurement policies and fund eligibility policies.

Agreement

The City and SACOG now agree that SACOG will program the following in the Metropolitan Transportation Improvement Program: \$2,912,000 in Congestion Mitigation and Air Quality funds (CMAQ) from the Electrify Yolo Project (YOL19448) Green Region grant award to replace an equal \$2,912,000 in local funds into the Richards/I-80 Project (YOL17140). The City and SACOG agree that this exchange will

- Auburn*
- Citrus Heights*
- Colfax*
- Davis*
- El Dorado County*
- Elk Grove*
- Folsom*
- Galt*
- Isleton*
- Lincoln*
- Live Oak*
- Loomis*
- Marysville*
- Placer County*
- Placerville*
- Rancho Cordova*
- Rocklin*
- Roseville*
- Sacramento*
- Sacramento County*
- Sutter County*
- West Sacramento*
- Wheatland*
- Winters*
- Woodland*
- Yolo County*
- Yuba City*
- Yuba County*

have no net impact for funding implementation for either project. In other words, this is a "dollar for dollar" swap.

SACOG agrees to complete this amendment to the Metropolitan Transportation Improvement Plan by or before January 8, 2020. The City agrees that local funds committed to the projects and funding amounts listed will be reallocated to support and implement the scope of the Electrify Yolo Project.

The Electrify Yolo Project scope includes professional services to site, design, permit, construct, and install between 15 to 40 Level 2 Chargers and 2 to 5 DC Fast Chargers in downtown areas within ½ to 5 miles of major freeway corridors in Yolo County, Davis, and Woodland locations. The Electrify Yolo Project will also fund purchase of 2 to 10 Mobile Chargers of the type similar to "EV ARC" solar standalone charging stations. Additionally, the Electrify Yolo Project will fund an Electric Shuttle Pilot Project in Davis, with purchase or lease of one or more electric vehicles to transport 8 or more people.

The City agrees to submit project status updates to SACOG by email no less than annually on July 1st of each year the project is active. The City agrees that the Electrify Yolo Project will be completed by December 31st, 2023. Upon completion, the City agrees to submit a final report with photographs of the physical construction, including any relevant documentation needed to demonstrate full project delivery. The City acknowledges that failure to perform on or deliver the Electrify Yolo Project may be considered by SACOG as a disqualifying or discounting factor for existing or future projects proposed through SACOG's competitive funding programs.

Sincerely,



José Luis Cáceres

MTIP and Project Delivery Team Manager, SACOG

I, the undersigned, concur with the terms stipulated in the above letter.



Mike Webb
City Manager, City of Davis



Date

**CITY OF DAVIS
EQUIPMENT PURCHASE, INSTALLATION AND SERVICES AGREEMENT**

This Equipment Purchase Agreement (“Agreement”) is entered into this [REDACTED] day of [REDACTED], 20[REDACTED], by and between the City of Davis, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at a municipal corporation organized under the laws of the State of California with its principal place of business at 23 Russell Boulevard, Davis, CA 95616 (“City”), and [***INSERT NAME***], a [***INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY***] with its principal place of business at [***INSERT ADDRESS***] (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

Section 1. DEFINITIONS.

- A. “Equipment” means all machinery, equipment, items, parts, software, and materials, provided by Contractor as specified in Exhibit “A,” attached hereto.
- B. “Delivery Date(s)” means that date or dates upon which the Equipment is to be delivered to City, ready for approval, testing and/or use as specified in Exhibit “B”, attached hereto.
- C. “Services” means, collectively, the provision of all Equipment and all labor, installation, maintenance, and networking, as specified in Exhibit “A”, and services pursuant to the online credit card processing software license and service level guarantee set forth in Exhibit “D”, attached hereto.

Section 2. SCOPE OF WORK.

Contractor shall provide the City with the Services, including all Equipment, as more described in the Scope of Services and Equipment Specifications, Exhibit “A” hereto, and as otherwise required by this Agreement, all to City’s satisfaction. At all times, Contractor shall possess any and all licenses, certifications, and qualifications required by law and/or industry standards to perform the Services.

Section 3. MATERIALS AND WORKMANSHIP.

When Exhibit “A” specifies machinery, equipment, or material by manufacturer, model or trade name, no substitution will be made without City’s written approval. Machinery, equipment, software, or material installed in the Equipment or otherwise provided, without the approval required by this Section 3 will be deemed to be defective material for purposes of Section 5. Where machinery, equipment, software or materials are referred to in Exhibit “A” as equal to any particular standard, City will decide the question of equality. When requested by City, Contractor will furnish City with the name of the manufacturer or seller, the performance capabilities and other pertinent information necessary to properly determine the quality and

suitability of any machines, equipment, software, and/or material to be incorporated in the Equipment. Material samples will be submitted at City's request.

Section 4. INSPECTIONS AND TESTS.

City shall have the right to inspect and/or test the Equipment and any software services prior to acceptance. If upon inspection or testing the Equipment of software services, or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, City may reject the Equipment or software services, or exercise any of its rights under Section 5.C. The inspection, failure to make inspection, acceptance of goods or services, or payment for goods or services shall not impair City's right to reject nonconforming goods, irrespective of City's failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 5. WARRANTY.

A. Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or as agreed to by Contractor and City, from the date of final written acceptance of the Equipment by City as required for final payment under Section 8. Contractor further warrants that the Services will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Contractor further warrants that all machinery, equipment, software, or process, included in the Equipment, and all Services will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's inspection, testing, approval or acceptance of any such machinery, equipment, software or process, or any of the Services, will not relieve Contractor of its obligations under this Section 5.B.

C. For any breach of the warranties contained in Section 5.A and Section 5.B, Contractor will, immediately after receiving notice from City, at the option of City, and at Contractor's own expense and without cost to City:

1. Repair the defective Equipment;
2. Replace the defective Equipment with conforming Equipment, F.O.B. City's plant, office or other location of City where the Equipment was originally performed or delivered; or
3. Repay to City the purchase price of the defective Equipment.
4. Re-perform and/or correct any defective Services.

If City selects repair or replacement, any defects will be remedied without cost to City, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to City.

D. Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment and necessary to provide the Services. Contractor agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties, including any and all claims of infringement of any proprietary or intellectual property right.

E. In the event of a breach by Contractor of its obligations under this Section 5, City will not be limited to the remedies set forth in this Section 5, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

Section 6. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit “C,” attached hereto, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City’s authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Services furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 7. CHANGES.

City, at any time, by a written order, and without notice to any surety, may make changes in the Services, including but not limited to, City’s requirements and specifications. If such changes affect the cost of the Services, including any Equipment or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Contractor and such change will be authorized by a change order document signed by City and accepted by Contractor.

Section 8. PAYMENTS.

A. Terms of payment are net thirty (30) days, less any applicable retention, after receipt of invoice, or satisfactory completion of any applicable Progress Milestones. Final payment shall be made by City after Contractor has satisfied all contractual requirements including provision of unconditional releases from any and all suppliers. Payment of invoices shall not constitute acceptance of Equipment.

B. If Progress Milestones have been specified Exhibit “B,” then payments for the Services, including Equipment, will be made as the requirements of such Progress Milestones are met. Progress payments for the Services will be made by City upon proper application by Contractor during the progress of the Services and according to the terms of payment as specified in Exhibit “B.” Contractor’s progress billing invoice will include progress payments due for the original scope of work and changes. Each “Item for Payment” shown in Exhibit “B” and each change order will be itemized on the invoice. Invoices for cost plus work, whether part of Exhibit “B” or a change order, must have subcontractor and/or supplier invoices attached to Contractor’s invoice. Other format and support documents for invoices will be determined by City in advance of the first invoice cycle.

C. Payments otherwise due may be withheld by City on account of defective Services or Equipment not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Contractor’s failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Contractor’s expense.

D. Payment of the final Progress Milestone payment or any retention will be made by City upon:

1. Submission of an invoice for satisfactory completion of the requirements of a Progress Milestone as defined in Exhibit “B” and in the amount associated with the Progress Milestone;
2. Written acceptance of the Equipment by City;
3. Delivery of all drawings and specifications, if required by City;
4. Delivery of executed full releases of any and all liens arising out of this Agreement; and
5. Delivery of an affidavit or unconditional releases, listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to City to indemnify City against any claim or lien at no cost to City.

E. Acceptance by Contractor of payment of the final Progress Milestone payment pursuant to Section 8.D will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any

manner connected with, the performance of this Agreement. However, payment for the final Progress Milestone by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 9. SCHEDULE FOR DELIVERY.

A. The time of Contractor’s performance is of the essence for this Agreement. The Equipment will be delivered in accordance with the schedule set forth in Exhibit “B.” Contractor must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights City may have under this Agreement or at law, Contractor shall pay City the sum of \$[INSERT AMOUNT] per [list item of Equipment] for each calendar day for which delivery of the item of Equipment is delayed beyond the scheduled delivery date(s) specified in Exhibit “B.”

B. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that City can maximize the efficient completion of such project(s).

Section 10. TAXES.

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Services provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Services such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

Section 11. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as an independent contractor and not as an employee of City. Contractor shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this

relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 12. SUBCONTRACTS.

Unless otherwise specified, Contractor must obtain City’s written permission before subcontracting any portion of the Services. Except for the insurance requirements in Section 14.A, all subcontracts and orders for the purchase or rental of supplies, labor, materials or equipment, or any other part of the Services, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to City, including, but not limited to Contractor’s insurance and indemnification obligations. No subcontract or order will bind City.

Section 13. TITLE AND RISK OF LOSS.

Unless otherwise agreed, City will have title to, and risk of loss of, all completed and partially completed portions of the Equipment upon delivery, as well as materials delivered to and stored on City property which are intended to become a part of the Equipment or Services. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the complete satisfaction of City. Notwithstanding the foregoing, in the event that the City has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then City shall have title to, and the right to take possession of, such Equipment at any time following payment therefor. Risk of loss for any Equipment which remains in the possession of Contractor shall remain with Contractor until City has taken possession thereof. Contractor will have risk of loss or damage to Contractor’s property used in the construction of the Equipment but which does not become a part of the Equipment.

Section 14. INDEMNIFICATION.

A. To the maximum extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, liens, stop notices, expenses, liabilities, losses, damages and/or injuries, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Services and/or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys’ fees and other related costs and expenses, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

B. Contractor’s defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents or volunteers shall be at Contractor’s own cost, expense and risk. Contractor shall pay and satisfy every judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Contractor’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

Section 15. INSURANCE.

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$2,000,000 per occurrence/ \$4,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad as Insurance Services Office Commercial General Liability most recent Occurrence Form CG 00 01;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage, at least as broad as most recent Insurance Services Office Form Number CA 00 01 covering automobile liability, Code 1 (any auto);

3. Workers’ Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and

4. Pollution Liability Insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate shall be provided by the Contractor if transporting hazardous materials; and

5. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

6. Professional Liability Insurance [**include City’s standard provisions**]; and

7. Cyber security and privacy liability. Consultant shall procure and maintain insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 general aggregate, which shall include the following coverage:

a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including but not limited to personally identifiable information (PII), protected health information (PHI), security codes, access codes, passwords, etc.

b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.

c. Liability arising from introducing a computer virus into or otherwise causing damage to vendor (first-party) or customer's (third party) computer, computer system, network, or similarly related property and the data, software, and programs.

d. Liability arising from professional misconduct or lack of the requisite skill required for performing services defined in the contract or agreement.

e. Costs associated with restoring, updating, or replacing data.

f. Costs associated with a privacy breach, including notification costs, customer support, forensics, crises management, public relations consulting, legal services of a privacy attorney, credit monitoring, and identity fraud resolution services for affected individuals

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage.
The CGL, auto, and cyber liability policies required under this Section shall name City, its officials, officers, employees, agents and volunteers as additional insureds. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any additional insureds shall not be called upon to contribute to any loss, and, including the workers compensation insurance, shall contain or be endorsed with a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. The professional liability and cyber liability policies shall be endorsed to provide an extended reporting period of not less than three (3) years.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City.

D. Evidence of Insurance. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before delivery commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds

under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

Section 16. LIENS.

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien, stop notice, or claim of any kind or character against the Equipment or other Services, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will indemnify, defend and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 17. TERMINATION OF AGREEMENT BY CITY.

A. Should Contractor at any time refuse or fail to deliver the Equipment or any of the other Services with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Contractor's right to proceed with the delivery of the Equipment or other Services by written notice to Contractor. In such event City may obtain the Equipment or other Services by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Equipment is delivered and/or Services are provided. If City's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to City.

B. City may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Equipment or other Services by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Services not terminated.

C. On receipt of notice under Section 17.B, Contractor will, with respect to the portion of the Services terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Services and the placing of orders for materials, facilities, and supplies in connection with the Services,

2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

3. Deliver only such portions of the Services which City deems necessary to preserve and protect those portions of the Equipment or other Services already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.

D. Upon termination pursuant to Section 17.B, Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Services already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that City will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, and provided Contractor is not then in default, City will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 8.C.

Section 18. MISCELLANEOUS PROVISIONS.

A. Labor Code Requirements. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Since the work performed under this Agreement involves the performance of “public works” and/or “maintenance,” as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Upon request, City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the work under this Agreement available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the site of the work. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of services, including any delay, shall be Contractor’s sole responsibility and Contractor shall indemnify City from liability arising out of the same. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815), debarment of contractors and

subcontractors (Labor Code Section 1777.1), and contractor and subcontractor registration (Labor Code Sections 1725.5 and 1771.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 and to be registered with the Department of Industrial Relations shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1771.4, 1725.5 and 1771.1.

B. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

CITY:

CONTRACTOR:

City of Davis

*****INSERT NAME, ADDRESS & CONTACT PERSON*****

23 Russell Boulevard

Davis, CA 95616

Attn: *****INSERT NAME & DEPARTMENT*****

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

C. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.

D. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

E. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

F. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

G. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Yolo County.

H. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

I. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

J. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

K. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

L. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

M. City's Right to Employ Other Contractors. City reserves its right to employ other contractors in connection with the Equipment.

N. Entire Agreement. This Agreement consists of this document, and all Exhibits attached hereto, each of which is incorporated by reference herein, and constitutes the entire agreement between the Parties relative to the Services herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing. The provisions of this document shall govern over any inconsistent provisions contained in any Exhibit. Nothing in Contractor's proposal shall be deemed to vary or modify any provision of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR EQUIPMENT PURCHASE, INSTALLATION, AND SERVICES AGREEMENT

BETWEEN THE CITY OF DAVIS

AND [*INSERT NAME***]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF DAVIS

[INSERT CONTRACTOR NAME]

Approved By:

[INSERT NAME]
[INSERT TITLE]

Signature

Date

Name

Attested By:

Title

City Clerk

Date

Approved As To Form:

City Attorney

EXHIBIT “A”
SCOPE OF SERVICES AND EQUIPMENT SPECIFICATIONS

EXHIBIT “B”
DELIVERY SCHEDULE

EXHIBIT “C”
FEE SCHEDULE

EXHIBIT “D”

SOFTWARE LICENSE INCLUDING SERVICE LEVEL GUARANTEE