

SILICON VALLEY CLEAN ENERGY
COMMUNITY RESILIENCE PROGRAM – CAPITAL
PROJECTS GRANT AGREEMENT

THIS AGREEMENT is made and effective as of _____, 2022 (“Effective Date”), by and between the SILICON VALLEY CLEAN ENERGY AUTHORITY (“SVCE”), an independent public agency, and *City of Sunnyvale*, a local municipality (“Recipient”). In consideration of the covenants, conditions and undertakings set forth herein, the parties agree as follows:

1. RECITALS. This Agreement is made with respect to the following facts and purposes which each of the parties acknowledge and agree are true and correct:

A. SVCE’s community resilience program (“Program”) will provide \$5M in grants to member jurisdictions to plan and develop resilience projects. The grant maximum for each jurisdiction is based on proportion of load as determined by SVCE.

B. As a condition of eligibility to receive funding under the Program, projects must: (1) support a critical facility and/or provide community services during a power outage; (2) enable self-sufficient access to power during an outage, or decrease the risk of power outages; and (3) be zero carbon.

C. Recipient submitted an application for Program funding, attached hereto and incorporated herein as Exhibit A, for installation of energy resilience infrastructure (“Project”). The scope and estimated budget for the Project are attached hereto and incorporated herein as Exhibit B.

D. SVCE finds that the use of Grant Funds described herein furthers a public purpose and meets the goals and objectives established for the Program, and desires to award Recipient a one-time grant pursuant to the terms of this Agreement.

2. GRANT. SVCE hereby agrees to provide funding to Recipient in an amount not to exceed **\$327,680** subject to the provisions of this Agreement (“Grant Funds”). Such Grant Funds shall be disbursed to Recipient on a reimbursement basis. It is agreed and understood that the Grant Amount is a ceiling and that SVCE will only reimburse the allowable cost of services actually rendered as authorized by SVCE at or below the Grant Amount established herein.

3. REIMBURSEMENT OF GRANT FUNDS. Grant Funds shall be reimbursed pursuant to the following process:

A. SVCE shall reimburse Recipient for its actual and reasonable costs of constructing the Project up to the agreed upon Grant Funds.

B. Requests for payment submitted to SVCE shall include: 1) an itemized list of all expenditures; 2) supporting documentation that clearly identifies the expenditure(s) in relation to

the scope of the Project set forth in Exhibit B of this Agreement; and 3) the Job Impacts Data Collection Worksheet, attached hereto as Exhibit C. Payment requests should be aggregated and submitted no more often than once per month.

C. SVCE shall process requests for payment and remit payment within 30 days.

D. If, in SVCE's sole discretion, the request for payment is incomplete, inadequate, or inaccurate, SVCE may dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Recipient by a contractor, or other consequence, because of delays in payment or other breach of the agreement between the Recipient and the contractor are the responsibility of the Recipient and are not reimbursable under this Agreement.

E. Unless otherwise authorized by SVCE in writing, Recipient shall submit all documentation of Project completion, including a final request for payment, within sixty (60) days of Project completion.

F. Final payment of remaining Grant Funds, including any amounts withheld from previous payments, shall be paid up to the total amount of the actual Project cost, not to exceed the Grant Funds amount set forth in this Agreement, upon completion of the Project, receipt of the final report and final request for payment from the Recipient in a form and content satisfactory to SVCE.

4. USE OF GRANT FUNDS. Recipient shall use the Grant Funds to support the Program as set forth in Exhibits A and B. Any use(s) of Grant Funds not contemplated in this Agreement must be approved in writing by SVCE. This Agreement was awarded to Recipient based on the application submitted by Recipient with the intention that the awarded funds would be used to implement the Project as described in Exhibit A and Exhibit B. Any substantive deviation during Project implementation may require reevaluation or result in loss of funding. In no event shall Recipient's Grant Funds or scope of work be increased. If Recipient knows or should have known that substantive changes to the Project will occur or have occurred, Recipient will immediately notify SVCE in writing. SVCE will then determine whether the Project is still consistent with the overall objectives of the Program and whether the changes would have negatively affected the Project ranking during the Grant evaluation process. SVCE reserves the right to have Grant Funds withheld from Recipient, or refunded to SVCE, due to Recipient's failure to satisfactorily complete the Project or due to substantive changes to the Project.

5. TERM. This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the final Grant Funds are paid to Recipient, unless sooner terminated pursuant to the provisions of this Agreement. Projects must be complete no later than December 31, 2023.

6. REPORTING AND RECORDS. Recipient agrees to cooperate with SVCE and provide requested information, if any, related to the use of Grant Funds and the Project, including for the purposes of SVCE's evaluation, measurement, and verification activities for the Program. Recipient will cooperate in good faith with SVCE or its authorized representative in performing evaluation, measurement and verification (EM&V) of the Program. Information accessed for

EM&V may include, but is not limited to, onsite verification of Project operation, Program compliance, and Project records, analysis of facility billing metered data, analysis of data collected from facility-owned submetering, and collection of supplementary metered data on-site. All information collected will be held confidentially and will be used by SVCE or its authorized representative for Program analysis purposes only. Recipient is responsible for ensuring, through a separate agreement between Recipient and property owner, that property owner shall cooperate with SVCE to provide any documentation and assist in analysis and provide access to the Project site at reasonable times, during the construction of the Project and for a period of up to two (2) years from the completion of the Project. During the course of the Project and for three (3) years thereafter from the receipt of the final Grant Funds, the Recipient agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, contracts, and supporting materials relating to the Project, as SVCE may require. The Recipient agrees to have financial and compliance audits performed as SVCE may require.

7. LEGAL RESPONSIBILITIES. Recipient shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance under this Agreement. Recipient shall at all times observe and comply with all such ordinances, laws and regulations. SVCE, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Recipient to comply with this Section.

8. PREVAILING WAGES. By accepting the Grant Funds, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, to the extent required by California law, Recipient shall ensure that prevailing wages are paid, that the project budget for labor reflects these prevailing wage requirements, and that the project complies with all other requirements of prevailing wage law, including that Recipient's subcontractors also comply with all applicable public works/prevaling wage requirements.

9. PROCUREMENT. At minimum, Recipient shall solicit at least three bids and select the lowest bidder when procuring goods or services, where the costs are eligible for reimbursement under this Agreement. In the event the Recipient is required by statute or policy to solicit additional bids or follow a more stringent solicitation process, Recipient shall follow such process. Recipient may also procure goods and services through California Government Code section 4217.10.

10. CALIFORNIA PUBLIC RECORDS ACT. Recipient acknowledges that SVCE is subject to the California Public Records Act (Gov. Code § 6250 *et seq.*). SVCE acknowledges that Recipient may submit information to SVCE that Recipient considers to be confidential, proprietary, or trade secret information. Only such information clearly designated in writing as "confidential" shall be deemed "Confidential Information." Upon request or demand of any third person or entity ("Requestor") for the production, inspection, and/or copying of Confidential Information, SVCE shall notify Recipient that such request has been made. Recipient shall be solely responsible for taking whatever legal steps are necessary to protect Confidential Information and to prevent its release to the Requestor. Without limiting SVCE's right to disclose Confidential Information as may be required by law, if Recipient takes no such action

after receiving the foregoing notice from SVCE, SVCE shall be permitted to release information it deems subject to disclosure.

11. NOTICES. Any notices provided under this Agreement must be in writing and may be given either by mail or e-mail to the following addresses:

SVCE: Silicon Valley Clean Energy Authority
333 W. El Camino Real #290
Sunnyvale, CA 94087
Attention: _____

RECIPIENT: City of Sunnyvale
505 W. Olive Ave, Ste 115
Sunnyvale, CA 94086
Attention: _Madeline Willett

12. INDEPENDENT CONTRACTOR.

A. Recipient shall at all times remain as to the SVCE a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Recipient shall at all times be under Recipient's exclusive direction and control. Neither SVCE nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Recipient or any of Recipient's officers, employees, or agents except as set forth in this Agreement. Recipient shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the SVCE. Recipient shall not incur or have the power to incur any debt, obligation or liability whatever against SVCE, or bind SVCE in any manner.

B. No employee benefits shall be available to Recipient in connection with the performance of this Agreement. Except for the fees paid to Recipient as provided in the Agreement, SVCE shall not pay salaries, wages, or other compensation to Recipient for performing services hereunder for SVCE. SVCE shall not be liable for compensation or indemnification to Recipient for injury or sickness arising out of performing services hereunder.

13. INDEMNIFICATION. Recipient shall indemnify, protect, defend and hold harmless SVCE, its elected officials, officers, employees, volunteers, and representatives from any and all suits, claims, demands, losses, defense costs or expenses, actions, liability or damages of whatsoever kind and nature which SVCE, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Recipient's acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement.

14. INSURANCE.

A. On or before the commencement of the term of this Agreement, Recipient shall furnish SVCE with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of insurance coverage in compliance with the requirements in this

Section. Recipient shall maintain such coverage in full force at all times for the duration of this Agreement, at its sole cost and expense. Nothing herein shall be construed as a limitation on Recipient indemnification obligations under this Agreement.

B. Recipient shall maintain the following minimum insurance coverages:

- 1) Workers' compensation, as required by the State of California;
- 2) Commercial general liability coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage. ISO occurrence Form CG 0001 or equivalent is required;
- 3) Comprehensive automotive liability coverage with minimum limits of \$1,000,000 per accident for bodily injury and property damage. ISO Form CA 0001 or equivalent is required.

C. Such coverages shall be issued by an insurer(s) licensed to conduct business in the State of California, with a minimum A.M. Best's Insurance Rating of A:VII unless otherwise approved in writing as satisfactory to SVCE.

D. The insurance limits required by SVCE are not represented as being sufficient to protect Consultant. Recipient is advised to confer with its insurance broker to determine adequate coverage for Recipient.

15. DEFAULT AND TERMINATION. Should an Event of Default occur, SVCE shall provide a notice of default to Recipient and shall give Recipient at least fifteen (15) calendar days from the date the notice is sent to cure the Event of Default. If Recipient fails to cure the Event of Default within the time prescribed, SVCE may, at SVCE's sole discretion, withhold Grant Funds not yet disbursed hereunder, require the return or repayment of Grant Funds already disbursed, and/or terminate this Agreement by written notice which shall be effective upon receipt by Recipient. "Event of Default" shall mean the occurrence of any one or more of the following events by Recipient: (a) any false statement, representation, or warranty contained in this Agreement, the Application, or any other document submitted to SVCE; (b) failure to comply with applicable laws; (c) a failure to maintain in effect any policy of insurance required under this Agreement; or (d) a material breach of this Agreement.

16. NON-APPROPRIATION. Recipient acknowledges that SVCE is a public agency. In the event that sufficient funds for the performance of this Agreement are not appropriated by the SVCE Board of Directors in any fiscal year covered by this Agreement, this Agreement may be terminated by SVCE, without penalty, by giving notice to Recipient of such facts and of SVCE's intention to terminate.

17. NON-WAIVER. Failure to exercise any right the SVCE may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

18. AMENDMENT OF AGREEMENT. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Recipient and the SVCE.

19. ASSIGNMENT PROHIBITED. In no event shall the Recipient assign or transfer any portion of this Agreement.

20. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Santa Clara, State of California.

21. NO THIRD-PARTY BENEFIT. The provisions of this Agreement are for the sole benefit of the parties hereto and confer no rights, benefits, or claims upon any person or entity not a party hereto.

22. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

23. RECIPIENT'S AUTHORITY. Recipient represents and warrants that (a) it has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the person who executes this Agreement on its behalf has the necessary authority to bind Recipient; and (c) neither the execution and delivery of this Agreement nor the performance of its obligations hereunder will constitute a violation of, a default under, or conflict with any term of any governance documents or other agreements to which it is bound.

24. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Faxed and PDF counterpart signatures are sufficient to make this Agreement effective.

25. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

SILICON VALLEY CLEAN ENERGY AUTHORITY

APPROVED AS TO FORM:

Greg Stepanicich, General Counsel

CITY OF SUNNYVALE

By: _____
Name: Kent Steffens
Title: City Manager

By: _____
Name:
Title:

[*Note: Signatures of two corporate officers are required for corporations – First signature must be one of the following: 1) the chairman of the board; 2) the president; or 3) any vice president. The second corporate signature must be one of the following: 1) the secretary; 2) any assistant secretary; 3) the chief financial officer; or 4) any assistant treasurer. Signature of City Manager is required for cities.]

EXHIBIT A

[attach Application]



333 W El Camino Real, Suite 290 | Sunnyvale, CA 94087 | 1-844-474-SVCE (7823) | SVCleanEnergy.org

Community Resilience Program – Capital Projects Grant Application – Phase 1

About Silicon Valley Clean Energy

Silicon Valley Clean Energy (SVCE), a community choice energy agency, is redefining the local electricity market and providing our residents and businesses with new clean energy choices—renewable and carbon-free electricity at competitive rates. SVCE was formed as a Joint Powers Authority in 2016, and now serves approximately 270,000 residential and commercial electricity customers across a service area comprised of the following thirteen communities: Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Saratoga, Sunnyvale and Unincorporated Santa Clara County. 97% of electricity customers in SVCE's service area receive their electricity from SVCE. For more information on SVCE, please visit: <https://www.svcleanenergy.org/>.

Community Resilience Program Overview

Funding Levels and Deadlines

SVCE's community resilience program will provide \$5M in grants to member jurisdictions to plan and develop resilience projects. The grant maximum for each jurisdiction is based on proportion of load as determined by SVCE. See chart below for the each jurisdiction's grant maximum. Applications will be accepted and reviewed on a rolling basis. Funds must be spent by 12/31/2022

Allocated Budget by Jurisdiction

Jurisdiction	% of Total Load (2019)	Planning Allocation	Capex Support Allocation	Total Allocation
SUNNYVALE	28.25%	\$ 221,280	\$ 1,106,400	\$ 1,327,680
MILPITAS	14.91%	\$ 116,784	\$ 583,918	\$ 700,702
MOUNTAIN VIEW	13.54%	\$ 106,061	\$ 530,304	\$ 636,365
UNINCORPORATE	8.78%	\$ 68,792	\$ 343,959	\$ 412,751
GILROY	6.68%	\$ 52,339	\$ 261,693	\$ 314,031
CUPERTINO	5.44%	\$ 42,633	\$ 213,165	\$ 255,798
MORGAN HILL	5.18%	\$ 40,540	\$ 202,701	\$ 243,241
CAMPBELL	5.05%	\$ 39,594	\$ 197,972	\$ 237,566
LOS GATOS	4.55%	\$ 35,640	\$ 178,202	\$ 213,842
LOS ALTOS	3.18%	\$ 24,920	\$ 124,601	\$ 149,521
SARATOGA	2.97%	\$ 23,241	\$ 116,204	\$ 139,444
LOS ALTOS HILLS	1.08%	\$ 8,430	\$ 42,152	\$ 50,582
MONTE SERENO	0.39%	\$ 3,079	\$ 15,396	\$ 18,475
Grand Total	100.00%	\$ 783,333	\$ 3,916,667	\$ 4,700,000



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Capital Project Requirements – Phase 1

To be eligible for these funds, projects must:

1. Support a critical facility and/or provide community services during a power outage
2. Enable self-sufficient access to power during an outage, or decrease the risk of power outages
3. Be zero carbon

In addition, for this phase, SVCE has identified two project types that are eligible by default: 1) islandable solar + storage systems designed to increase energy resilience and 2) portable battery systems use to support critical services or support vulnerable communities (such as medically fragile customers) during a power outage. Note that eligibility of a project does not guarantee funding.

Energy resilience is defined as the ability to mitigate, withstand or recover quickly from disruptions in the availability of energy via centralized energy infrastructure.

NOTE: Phase 2 grant requirements may be released in the first quarter of 2021 and will leverage knowledge gained through the regional planning process.

SVCE reserves the right to consider factors other than those specified above and to request additional information as a part of the selection process.



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Application Questions:

Date of Application: 6/30/21	Name of Organization: City of Sunnyvale
Contact Person/Title: Madeline Willett, Environmental Engineering Coordinator	Address: 505 W. Olive Ave Sunnyvale, CA 94086
Email: mwillett@sunnyvale.ca.gov	Project Name: Civic Center Modernization - City Hall

Is this project an islandable solar plus storage installation?

Yes ☒ No ☐

Is this project a portable battery project?

Yes ☐ No ☒

Is this project zero-carbon?

Yes ☒ No ☐

Project Site: (please describe why this site was chosen and what benefits it provides the community)

The Civic Center Modernization project plans to build a new City Hall, Emergency Operations Center and Library while increasing open space and native landscape within the campus. For this grant, the City is applying for funds to support the new City Hall Building which will be zero-net energy and LEED platinum. The new City Hall will include a photovoltaic (PV) solar array, battery energy storage and microgrid controls. The use of the battery for daily demand charge management supports grid stability and reduces the risk of outages by reducing the load on the grid each day during peak demand periods. The energy system also has the ability to island, and it can support building operations during an outage for varying durations depending upon the time of day and the solar resource.

During an emergency, City Hall will help ensure continued City operations. The nearby Emergency Operations Center will become activated in an emergency and City Hall can be used to support the community and emergency response staff as needed. The building will maintain certain functionality regardless of a power outage, which will provide a usable facility to support staff and community members. City Hall is a central building that will house staff from various departments and include a number of meeting spaces. It is a critical building for City operations and will remain so in emergency situations.

Project Description: (please provide a brief description of the project and the technologies used)

The 103,000 sqft City Hall will be equipped with a 701 kilowatt (kW) rooftop, photovoltaic (PV) solar array. The array will be part of an islandable microgrid with a 125 kW, 250kWh battery energy storage system (BESS) and microgrid controls. The total cost of the system including PV, battery storage and controls is approximately \$3M, and the grant funding requested will help to offset the cost. The system will provide daily clean electricity and resilience benefits by reducing the load on the grid. The system will produce power during the day, and in the event of an outage, the clean electricity produced will be used to power limited building operations for a varying number of hours depending upon the load and the solar resource at the time of the outage. The duration of islandable operations is from 2 hours at night with no sun and 8 hours during the day with a good solar resource.



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Decarbonization Benefits: (please describe how this project supports SVCE's decarbonization mission)

The building will be net zero energy on an annual basis through the on-site generation of clean electricity. In addition, the grid interactive system will dispatch the battery energy storage system (BESS) on a daily basis to minimize or eliminate the building's load on the grid during periods of peak demand. Reducing grid load during peak demand supports grid stability and reduces the need to operate additional power plants which can emit more greenhouse gases. This project is in line with SVCE's Decarbonization Strategy #3, to accelerate high-efficiency, all-electric new construction and retrofits. Within this strategy SVCE calls out the decarbonization of member agency municipal buildings.

Resilience Benefits: (please describe the resilience benefits of this project)

The microgrid controls that integrate the solar photovoltaic (PV) system and battery energy storage system (BESS) provide an islandable solution for energy resilience for a facility that supports the community. The Civic Center Modernization project consists of 3 buildings along West Olive Avenue that support the community. The City Hall facility will provide meeting rooms, houses a number of staff from various departments and will have electric vehicle charging stations. Ensuring that this building can continue to provide services and house emergency response staff during power outages will enable our community to better respond to emergencies. Not only will it provide resilience through continue operation but these operations will be supported by clean electricity and the building will remain zero net energy on an annual basis. Another resiliency aspect of this building is its ability to shift its load off of the electrical grid and supply clean electricity to the grid. By allowing more grid capacity, more carbon-heavy power sources are not required and the chance of a power outage due to excessive demand on the grid are lessened.

How would this project make a good case study for other jurisdictions? What do you expect to learn from this project?

This project sets an example for what is achievable in terms of energy performance, decarbonization and resilience for a municipal building. It demonstrates the effective use of a solar and battery storage energy system for providing backup power during emergencies to serve the community as well as for reducing peak demand to ensure longer term grid resilience. The low energy consumption building will demonstrate the benefits of an integrative design approach, and it will prove that stretch goals for zero energy and resilience are within reach. Additionally, with the battery and solar system, the building will be LEED certified platinum which is a first for a City Hall within the area.

Grant Amount Requested: (Please specify the total amount you are requesting and a breakdown of the project budget. Indicate any co-funding that is contributing to the project budget, such as in-kind resources or additional grant funding)

Grant amount requested: \$1,000,000
Project budget breakdown: PV modules, racking, combiner boxes, inverters, power optimizers and wiring, \$2,400,000. Microgrid controls and energy storage, \$600,000.

No additional grant of co-funding will be provided. The remaining budget will be city funded.

Beginning and Ending Dates of the Project: Dec 2, 2020 through April 1, 2023



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Application Terms and Conditions

All parties acknowledge that SVCE is a public agency subject to the requirements of the California Public Records Act, Cal. Gov. Code section 6250 *et seq.* Applications submitted are public records subject to public review.

The submission of an application shall be deemed a representation and certification by the applicant that it:

- Has read, understands and agrees to the information and requirements set forth in this application.
- Has the capability to complete the responsibilities and obligations of the application being submitted.
- Represents that all information contained in the application is true and correct.
- Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, or corporation in regard to the amount, terms or conditions of this application.
- Acknowledges that SVCE has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by applicant, and applicant hereby grants SVCE permission to make these inquiries.
- Will provide any and all documentation related to the application in a timely manner.
- Has disclosed any conflicts of interest.

This application does not commit SVCE to enter into a contract or disburse any grant funds, nor does it obligate SVCE to pay for any costs incurred in the preparation and submission of applications or in anticipation of a contract. SVCE reserves the right to:

- Make the selection based on its sole discretion.
- Reject any and all applications in its sole discretion.
- Issue subsequent applications.
- Postpone opening for its own convenience.
- Remedy technical errors in the process.
- Negotiate with any, all or none of the applicants.
- Waive informalities and irregularities in the applications.

This application must be approved and signed by the City Manager or, in the case of the County of Santa Clara, the Chief Executive Officer for the applying jurisdiction. The person signing below hereby represents and warrants that s/he is signing with full and complete authority to bind the party on whose behalf of whom s/he is signing.

Kent Steffens

Printed Name

Kent Steffens

Signature

City Manager

Title, City Manager or CEO

Jul 2, 2021

Date

Please email a completed application to Zoe Elizabeth zoe.elizabeth@svcleanenergy.org

Community-Resilience-Program-Application-Sunnyvale-FINAL

Final Audit Report

2021-07-02

Created:	2021-06-30
By:	Jody Badiei (jbadiei@sunnyvale.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXW5CHZr1sZ9JAiSwX02BcMJ29vZX6nzT

"Community-Resilience-Program-Application-Sunnyvale-FINAL" History

-  Document created by Jody Badiei (jbadiei@sunnyvale.ca.gov)
2021-06-30 - 10:55:43 PM GMT - IP address: 198.94.221.66
-  Document emailed to Kent Steffens (ksteffens@sunnyvale.ca.gov) for signature
2021-06-30 - 10:57:16 PM GMT
-  Email viewed by Kent Steffens (ksteffens@sunnyvale.ca.gov)
2021-07-02 - 9:57:00 PM GMT - IP address: 198.94.221.66
-  Document e-signed by Kent Steffens (ksteffens@sunnyvale.ca.gov)
Signature Date: 2021-07-02 - 10:21:11 PM GMT - Time Source: server- IP address: 198.94.221.66
-  Agreement completed.
2021-07-02 - 10:21:11 PM GMT

EXHIBIT B

Scope of Work

The City of Sunnyvale will procure and install four EV ARC Units, each one will be located at a separate site as follows: Sunnyvale Public Library, Community Center, Department of Public Safety (DPS) Building, and Corporation Yard.

Each EV ARC unit is equipped with a large, 4.3kW solar array that tracks the sun and stores its own electricity in a lithium-ion battery during the day. They are also equipped with two electric vehicle (EV) charger ports to simultaneously charge up to two EVs. Publicly accessible chargers will offer a low cost per kwh while the chargers for fleet vehicles will not be metered. In event of an outage or inclement weather, the clean electricity produced will be used to charge EVs or power equipment for a varying duration depending upon the load and solar resources at the time of outage. On a day-to-day basis, the units at the Public Library and Community Center will provide EV charging to the public. The units at the DPS Building and the Corporation Yard will provide EV charging for electric fleet vehicles only.

A consultant will be hired to develop a layout plan for each site to demonstrate code compliance. The units at the Public Library and Community Center are required to be installed on a van-accessible parking space per California Building Code. The units at DPS and the Corporation Yard will be installed in a standard parking space within a gated lot. Each parking space will be analyzed for the proper clearance per manufacturer recommendations to avoid any conflicts. Staff will also determine the optimal location to ensure solar energy collection is maximized. As supporting documentation for permitting, the manufacturer's engineering firm will provide the seismic calculations to ensure the unit can safely withstand an earthquake. Each unit is anticipated to be manufactured and delivered within 90 days from the purchase date. Prior to delivery of a unit, the site will be cleaned and have surrounding parking spaces blocked off to ensure a smooth delivery.

The City plans to place the order for the four EV ARC units by the end of June 2022. The City is requesting grant funding for the EV ARC units. The site layouts, engineering calculations, and equipment is estimated to cost \$327,680.

EXHIBIT C

Job Impacts Data Collection Worksheet

**Silicon Valley Clean Energy Community Resilience Program
Job Impacts Data Collection
Worksheet**

Instructions: The form should be completed and submitted with each invoice. Each contractor and subcontractor should complete a separate form. The information will be used by SVCE to better understand the economic impacts of program investments and will have no impact on payment or performance evaluation of the grantee or contractors. Please be as accurate and complete as possible.

Position Title	Total Employees in Position*	Average Hourly Wage	Total Hours Worked**	Employer-Sponsored Health Benefits? Y/N
Solar Installer				
Installation Supervisor				
Add rows***				

*Sum of all individual employees with at least (1) labor hour during the invoice period

**Sum of all the hours of all employees at this title/wage for the invoice period

***Add rows as need for additional employees

Note: If this reporting system does not align with the funding source of your project, please contact SVCE to discuss possible reporting alternatives.

EXHIBIT D

Backup Documentation:

- (1) Cost Estimate Breakdown for EV ARC Units
- (2) Proposals for Beam EV ARC Units
- (3) Sole Source Documentation
- (4) EV ARC Infosheet

Cost Estimate Breakdown for EV ARC Units					
Item	Description	Quantity	Unit Price	Cost	Reimbursable Capital Costs
1.1	PUBLIC USE ONLY - EV ARC™ 4.3 kW solar array and ChargePoint CT4023-GW1, dual-plug derated level-2 smart/networked charging station (Includes 2% DGS discount)	2	\$ 65,022.02	\$ 130,044.04	\$130,044.04
1.2	Battery Upgrade from 22 kWh to 43 kWh	2	\$ 9,821.56	\$ 19,643.12	\$19,643.12
1.3	Emergency Power Panel (Includes 2% DGS Discount)	2	\$1,925.70	\$ 3,851.40	\$3,851.40
1.4	Bumper Stops	2	\$357.70	\$ 715.40	\$715.40
1.5	Mounting and integration of your custom EVSE selection. Hourly labor rate.	4	\$ 225.00	\$ 900.00	\$900.00
1.6	Engineering Services	1	\$ 2,000.00	\$ 2,000.00	\$2,000.00
1.7	Remote Monitoring & Management System (RMMS) - first year included in EV ARC purchase price	0	\$360.00	\$ 0.00	
1.8	EV ARC™ Operation & Maintenance first year of service is included in EV ARC purchase price	0	\$582.75	\$ 0.00	
1.9	ChargePoint Network Subscription Fee – pre-pay 4 additional years on each EV ARC unit, cost is per plug per year	0	\$270.00	\$ 0.00	
1.10	ChargePoint Assure Warranty Coverage - pre-pay 5 years on each EV ARC unit Standard 1 year manufacturer warranty is free for first year	0	\$2,650.00	\$ 0.00	
1.11	EV ARC™ Warranty – pre-pay 4 additional years on each EV ARC unit	0	\$2,300.00	\$ 0.00	
	SUBTOTAL				\$157,153.96
	Sales Tax (9.125%)				\$14,157.80
	Total				\$171,311.76
2.1	FLEET USE ONLY - EV ARC™ with (2) Enel X Juicebox J-1772 Plugs	2	\$ 61,718.44	\$ 123,436.88	\$123,436.88
2.2	Battery Upgrade	1	\$ 4,910.78	\$ 4,910.78	\$4,910.78
2.3	Emergency Power Panel (Includes 2% DGS Discount)	2	\$1,925.70	\$ 3,851.40	\$3,851.40
2.4	Bumper Stops	2	\$357.70	\$ 715.40	\$715.40
2.5	O&M Service (First year is included in EV ARC price)	2	\$ 0.00	\$ 0.00	
2.6	RMMS (First year is included in EV ARC price)	2	\$ 0.00	\$ 0.00	
2.7	Manufacturer Warranty - First 12 months is included	2	\$0.00	\$ 0.00	
	SUBTOTAL				\$132,914.46
	Sales Tax (9.125%)				\$12,128.44
	Total				\$145,042.90
3.1	Shipping and Handling is free with State Contract		\$27,200.00	N/C	
4.2	Developing Site Plans, Estimate*	1	\$8,000.00	\$ 8,000.00	\$8,000.00
4.3	Design Contingency*	1	\$3,325.34	\$3,325.34	\$3,325.34
	GRAND TOTAL				\$327,680.00
	Refer to Quotes from BEAM Global for EV ARC Units Items 1.1 - 3.1 *Design fees based on preliminary quotes *Design Contingency accounts for any unforeseen issues during design				



Beam EV ARC™ Proposal via CA DGS Contract #1-18-61-16

Customer Details

Created Date	4/29/2022	Title	Civil Engineer
Customer Name	City of Sunnyvale	Email	rqi@sunnyvale.ca.gov
Contact Name	Raymond Qi	Phone	(408) 730-7512

Billing and Shipping

Bill To Name	City of Sunnyvale	Ship To Name	City of Sunnyvale
Bill To	Department of Public Works 456 W. Olive Ave. Sunnyvale, CA 94086 USA	Ship To	Final Locations TBD Sunnyvale, CA USA

Your Clean Mobility Expert

Prepared By	Andy Ike	Phone	(858) 790-8140
Email	andy.ike@beamforall.com		

EV ARC™ 2020 Product Description

The patented EV ARC™ 2020 is the world's first and only fully autonomous, transportable, solar-powered electric vehicle charging system. Designed, engineered and manufactured in the U.S., the EV ARC™ 2020 measures 7.5' X 18' at the base and fits inside a standard parking space without reducing available parking while being ADA compliant.

EV ARC™ 2020 systems are capable of generating and storing enough clean, solar electricity to charge up to 265 e miles in a single day. Thanks to its battery storage, it can charge electric vehicles day or night, or even during periods of cloudiness, and is also an excellent source of emergency/alternative power. The electricity produced is clean and renewable, reducing 100% of greenhouse gas emissions from ICE vehicles and electric vehicles powered from the utility grid.

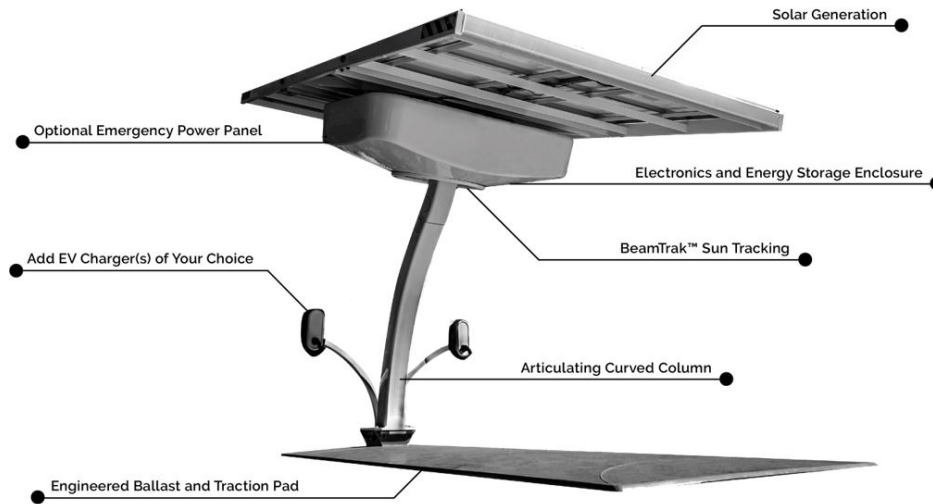
The EV ARC™ 2020 is deployed in minutes and has not required any kind of permitting in the over 100 jurisdictions which are currently benefitting from it. It is deployed without any construction or electrical work and does not require civil or electrical engineering, foundations, trenching, electrical connections or upgrades. It will produce energy reliably and consistently but will not generate a utility bill or fail to operate because of a black out or other utility grid failure. It's no wonder that Google, the City of New York, the State of California and many others across the U.S. and internationally trust the EV ARC™ product line to charge their electric vehicles.



Your EV ARC™ 2020 is an American-made product and will be fabricated in our San Diego, California facility.



EV ARC™ 2020 Diagram





EV ARC™ 2020 Pricing

Product	Product Code	Product Description	Quantity	List Price	Total Price
EV ARC™ with (2) Enel X Juicebox J-1772 Plugs	ARC-EC2	4.3kW solar array, BeamTrak™, 22kWh (expandable) battery storage, and Beam Charge integrated EV charging system - Configuration 2: Two (2) J1772 couplers with (a) 4.3kW maximum output delivered to either coupler or shared amongst both or (b) 2.2kW fixed output per coupler. CLIN #4, includes 2% CA DGS Contract discount.	2.00	\$61,718.44	\$123,436.88
Additional Battery Pack	ABP	Increases energy storage in 8 kWh increments. CLIN #13, includes 2% CA DGS Contract discount.	1.00	\$4,910.78	\$4,910.78
Emergency Power Panel	EPWR	6kW with 208V or 240V connection (not GFCI protected) including 1x NEMA L14-30 (twist lock), and 120V connections (GFCI protected) including 2x Duplex NEMA 5-20 + 2x NEMA L5-20 (twist lock). CLIN #14, includes 2% CA DGS Contract discount.	2.00	\$1,925.70	\$3,851.40
Bumper Stops	BSTP	Set of Safety Bollards. CLIN #15, includes 2% CA DGS Contract discount.	2.00	\$357.70	\$715.40
1-Year Operation & Maintenance	O&M Service	Operation & Maintenance: Plan includes PV Panel Cleaning, Grease Slew drives, Check Calibration of BeamTrak, Check Battery Charging Systems, Settings, Performance of Inverter, Overall Condition of Structure and Inspect & Confirm Operation of EV Charger. (Service is included for the 1st twelve months for continental U.S. locations when buying through CA State Contract) CLIN #22, includes CA DGS Contract discount.	2.00	\$582.75	\$0.00
RMMS (1 Year)	RMMS	Remote Monitoring and Management System: 4G LTE wireless, BeamTrak™ tracking technology, unit monitoring. First 12 months included with purchase. Auto-renew option available. CLIN #18, includes CA DGS Contract discount.	2.00	\$360.00	\$0.00
Warranty (1 Year)		Manufacturer Warranty - First 12 months included	2.00	\$0.00	\$0.00

Totals

Shipping and Handling is FOB Destination and includes:
- Beam Team performing un-load / un-stow of equipment
- Return shipping of support equipment
Please have a 15K capacity forklift onsite upon delivery

Total Price	\$132,914.46
Shipping and Handling	\$0.00
Tax	\$12,128.44
Grand Total	\$145,042.90
Expiration Date	6/23/2022

Applicable sales tax will be billed upon invoicing
Payment Terms: Net 30 days

California DGS Contract Link

https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&CNTRCT_ID=1-18-61-16



Beam EV ARC™ Proposal via CA DGS Contract #1-18-61-16

Customer Details

Created Date	4/29/2022	Title	Civil Engineer
Customer Name	City of Sunnyvale	Email	rqi@sunnyvale.ca.gov
Contact Name	Raymond Qi	Phone	(408) 730-7512

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Bill To	Department of Public Works 456 W. Olive Ave. Sunnyvale, CA 94086 USA	Ship To	Final Locations TBD Sunnyvale, CA USA

Your Clean Mobility Expert

Prepared By	Andy Ike	Phone	(858) 790-8140
Email	andy.ike@beamforall.com		

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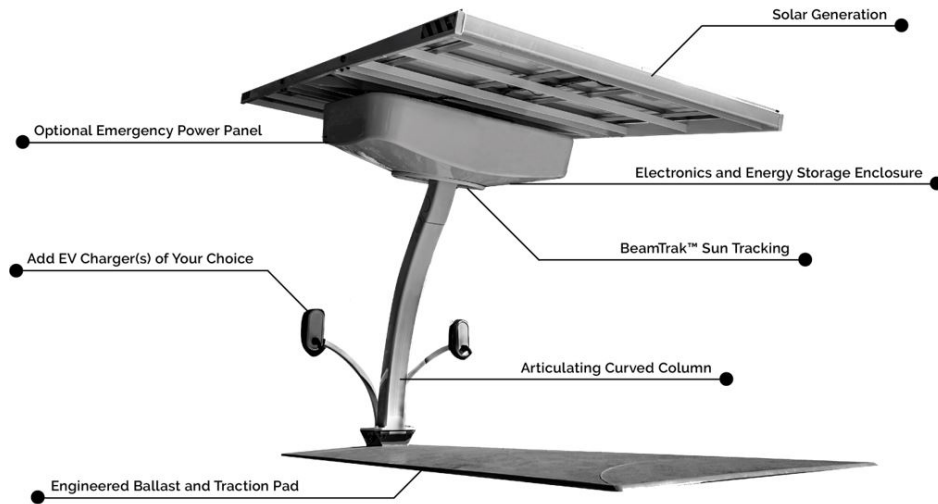
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Your EV ARC™ 2020 is an American-made product and will be fabricated in our San Diego, California facility.



EV ARC™ 2020 Diagram





EV ARC™ 2020 Pricing

Product	Product Code	Product Description	Quantity	List Price	Total Price
EV ARC™ with ChargePoint Dual Port J-1772 Plugs	ARC-CP4023	4.3kW solar array, BeamTrak™, 22kWh (expandable) battery storage with ChargePoint CT4023-GW1, dual-plug derated Level 2 smart/networked charging station. CLIN #2, includes 2% CA DGS Contract discount.	2.00	\$65,022.02	\$130,044.04
Additional Battery Pack	ABP	Increases energy storage in 8 kWh increments. CLIN #13, includes 2% CA DGS Contract discount.	4.00	\$4,910.78	\$19,643.12
Emergency Power Panel	EPWR	6kW with 208V or 240V connection (not GFCI protected) including 1x NEMA L14-30 (twist lock), and 120V connections (GFCI protected) including 2x Duplex NEMA 5-20 + 2x NEMA L5-20 (twist lock). CLIN #14, includes 2% CA DGS Contract discount.	2.00	\$1,925.70	\$3,851.40
Bumper Stops	BSTP	Set of Safety Bollards. CLIN #15, includes 2% CA DGS Contract discount.	2.00	\$357.70	\$715.40
Vendor Catalog Items - EVSE Integration		Mounting and integration of your custom EVSE selection. Hourly labor rate. Segment ID: A	4.00	\$225.00	\$900.00
Vendor Catalog Items - Engineering Services		Stamped structural calculation packet for Sunnyvale, CA Segment ID: A	1.00	\$2,000.00	\$2,000.00
1-Year Operation & Maintenance	O&M Service	Operation & Maintenance: Plan includes PV Panel Cleaning, Grease Slew drives, Check Calibration of BeamTrak, Check Battery Charging Systems, Settings, Performance of Inverter, Overall Condition of Structure and Inspect & Confirm Operation of EV Charger. (Service is included for the 1st twelve months for continental U.S. locations when buying through CA State Contract) CLIN #22, includes CA DGS Contract discount.	2.00	\$582.75	\$0.00
RMMS (1 Year)	RMMS	Remote Monitoring and Management System: 4G LTE wireless, BeamTrak™ tracking technology, unit monitoring. First 12 months included with purchase. Auto-renew option available. CLIN #18, includes CA DGS Contract discount.	2.00	\$360.00	\$0.00
Warranty (1 Year)		Manufacturer Warranty - First 12 months included	2.00	\$0.00	\$0.00

Totals

Shipping and Handling is FOB Destination and includes:
- Beam Team performing un-load / un-stow of equipment
- Return shipping of support equipment
Please have a 15K capacity forklift onsite upon delivery

Total Price	\$157,153.96
Shipping and Handling	\$0.00
Tax	\$14,157.80
Grand Total	\$171,311.76
Expiration Date	6/23/2022



Notes

- Custom Charger Post

Applicable sales tax will be billed upon invoicing
Payment Terms: Net 30 days

California DGS Contract Link

https://caleprocure.ca.gov/PSRelay/ZZ_PO.ZZ_CTR_SUP_CMP.GBL?Page=ZZ_CTR_SUP_PG&Action=U&SETID=STATE&CNTRCT_ID=1-18-61-16

SOLE SOURCE DOCUMENTATION
Purchase Requisition No. _____

The requested product is a patented, copyrighted or proprietary article available from a single source. It is the only product that will meet the City's requirements.

Check one and elaborate in the space provided below:

- ☐ The product is a component or replacement part for existing City-owned equipment available only from the manufacturer. There is no commercially available substitute.
- ☐ Compatibility with items in use by the City is the overriding consideration.
- ☒ There is no comparable competitive product
- ☐ Other

The City is requesting to sole source multiple EV ARC units manufactured by Beam Global as there is no comparable competitive product. The stand-alone EV ARC unit is mounted with a solar array and equipped with EV chargers and an emergency power panel. The unit generates clean energy to power the chargers or equipment plugged into the panel. When not in use, the energy is stored in a 22kWh battery that is mounted on the unit. The unit is not anchored to the ground or connected to any utilities so it can be picked up and redeployed to another location. No other product provides a similar energy storage capacity and is as rapidly deployable, transportable, and grid independent.

For Purchasing Division Use Only Below This Line

I have conducted a good faith review of available products and sources and have made the following determination:

Buyer _____



EV ARC™ 2020

The EV ARC™ 2020 is the only rapidly deployed, transportable but permanent, EV charging solution. Grid independent and 100% sustainable, it deploys in minutes without permitting, construction or electrical work. It will charge electric vehicles with the EV charger of your choice, even during grid failures. You'll never get a utility bill.

Sustainable EV Charging

The EV ARC tracks the sun and generates and stores all of its own electricity. It fits inside a standard parking space and because vehicles easily park on it you won't lose a single spot. Reaching as many as 12 vehicles, it can charge up to six EVs at the same time. Use it day or night and during periods of inclement weather.

Join organizations across the U.S. like Google, New York City and Caltrans who are Driving on Sunshine.



EV Charging Deployed in Minutes Not Months



Rapidly Scalable



No Permits,
No Construction



Any Brand Charger,
Pre-Mounted



Charge 24/7: Night,
Rain, Grid Failures



Get the Charger Brand You Want



Fastest Deployed



Most Scalable



Lowest TCO

Vital Energy When and Where You Need It

The EV ARC™ 2020 is off-grid so generates no utility bill and can charge EVs during power outages. It provides emergency power for first responders, is wind-rated to 120mph, flood-proof to 9.5' and ADA compliant. Units are deployed in minutes by a Beam Deployment Expert and require zero contact.

EV ARC™ 2020 Specifications

Performance

Solar Array	4.3 kW
Daily Range Delivered ¹	Up to 265 e-miles
Battery Storage Options	22,32.43 kWh
Total EV Charger Power ²	Up to 4.3 kW
EV Charger Type ^{3,4}	Any brand; 1-6 plugs; type J1772
Certified Wind Load	120 mph

1. Range will vary based on local conditions

2. Actual total output power depends on EV model and charger model

3. Supports a variety of quality EV chargers that come pre-mounted.

4. Power may be reduced based on number of circuits, EV model and charger model.

Major Component Ratings

(Inverter) UL1741-2010/2018, IEEE1547a-2003/2014, FCC 15 class B, UL1741SA, CA Rule 21, HECO Rule 14H;
(Solar Panels) UL 1703, IEC 61215, IEC 61730;
(Battery) UL1642, BMS and Components Demonstrated to UL2271; (EVSE) UL2594 UL2231

Mechanical

Array Dimensions (LxW)	21 x 10.6 ft
Max Height	15.3 ft
Min Clearance	9 ft
Base-Pad Footprint (LxW)	18 x 7.5 ft
Weight ⁵	<12,500 lbs
Surface Loading ⁶	8.14 psi
Standard Shipping Methods	ARC Mobility™ Trailer/ Truck & Trailer / Shipping Container
Transformer ARC Stowed Shipping Size (LxWxH) ⁷	18 x 7.5 x 7.6 ft

5. Exact weight varies based on EV ARC™ model and options

6. Pressure calculated by weight distributed over 8in x 24in anti-skid pads

7. Enables domestic and international shipping on a standard flatbed trailer or shipping container

Drive on Sunshine