Request for Proposal (RFP)

Electric Vehicle (EV) Public Charging Infrastructure Deployment Project

Proposals Due (electronic only):

August 22, 2025

at 11:59 PM Pacific Time

Attn:

Melissa C. Price, Assistant Director

Lodi Electric Utility

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Lodi, CA 95242

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cc: Theodora Konstantinou, ICF LLC.

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Solicitation Issue Date: July 18, 2025

Questions Due: August 1, 2025 at 5:00 PM Pacific Time

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Project Background

Over the last two years, the City of Lodi Electric Utility (LEU) has worked on developing an Electric Vehicle (EV) Charging Infrastructure Master Plan (Master Plan), which outlines the projected need for EV charging stations across the City to support both passenger and medium- and heavy-duty vehicles through 2030 and 2035. According to the study, by 2030 the City will require approximately 93 public EV charging stations across 23 sites (

Figure *1*). Of these sites, 16 are designated for light-duty vehicles and 8 are designated for medium- and heavy-duty vehicles, with one site planned to serve both vehicle types. Property owners of non-city-owned locations were contacted via email and physical mail to verify their interest in including their properties as potential sites for EV charging infrastructure. More details about this study can be found at: https://www.lodi.gov/1335/EV-Charging-Infrastructure-Master-Plan.

As part of the development of the Master Plan, LEU issued a Request for Information (RFI) in the Fall of 2024 to solicit input from industry stakeholders on viable business models for deploying charging infrastructure. LEU received a variety of responses which were ultimately grouped into four main categories: City-owned and operated, third-party-owned and operated, shared investment, and lease or subscription-based models. Following a thorough evaluation by City staff and in accordance with guidance provided by the City Council, the City has elected to pursue a shared investment model.

The purpose of this RFP is to solicit proposals from qualified vendors for the deployment and implementation of the City of Lodi's EV Charging Infrastructure Plan. This includes the installation of EV charging stations at up to 23 identified sites, or a subset of these sites, throughout the City. The selected vendor will partner with LEU to finance, install, operate, and maintain the charging infrastructure in a manner that supports public access and aligns with the City's goals for expanding EV charging availability. As part of their proposal, respondents are expected to clearly outline their proposed shared investment approach for deploying, operating and maintaining the EV charging infrastructure. Proposers should describe the types of incentives, LEU contributions, or partnership roles they would seek to make the project financially viable and operationally successful. This may include, but is not limited to, considerations such as site access agreements, utility coordination support, revenue-sharing arrangements, grant pursuit collaboration, or other risk-sharing mechanisms. LEU encourages proposers to specify any key terms, risk allocations, or investment assumptions that are critical to their participation, so these factors can be appropriately evaluated during the selection process.

Figure 1. Site Location Map

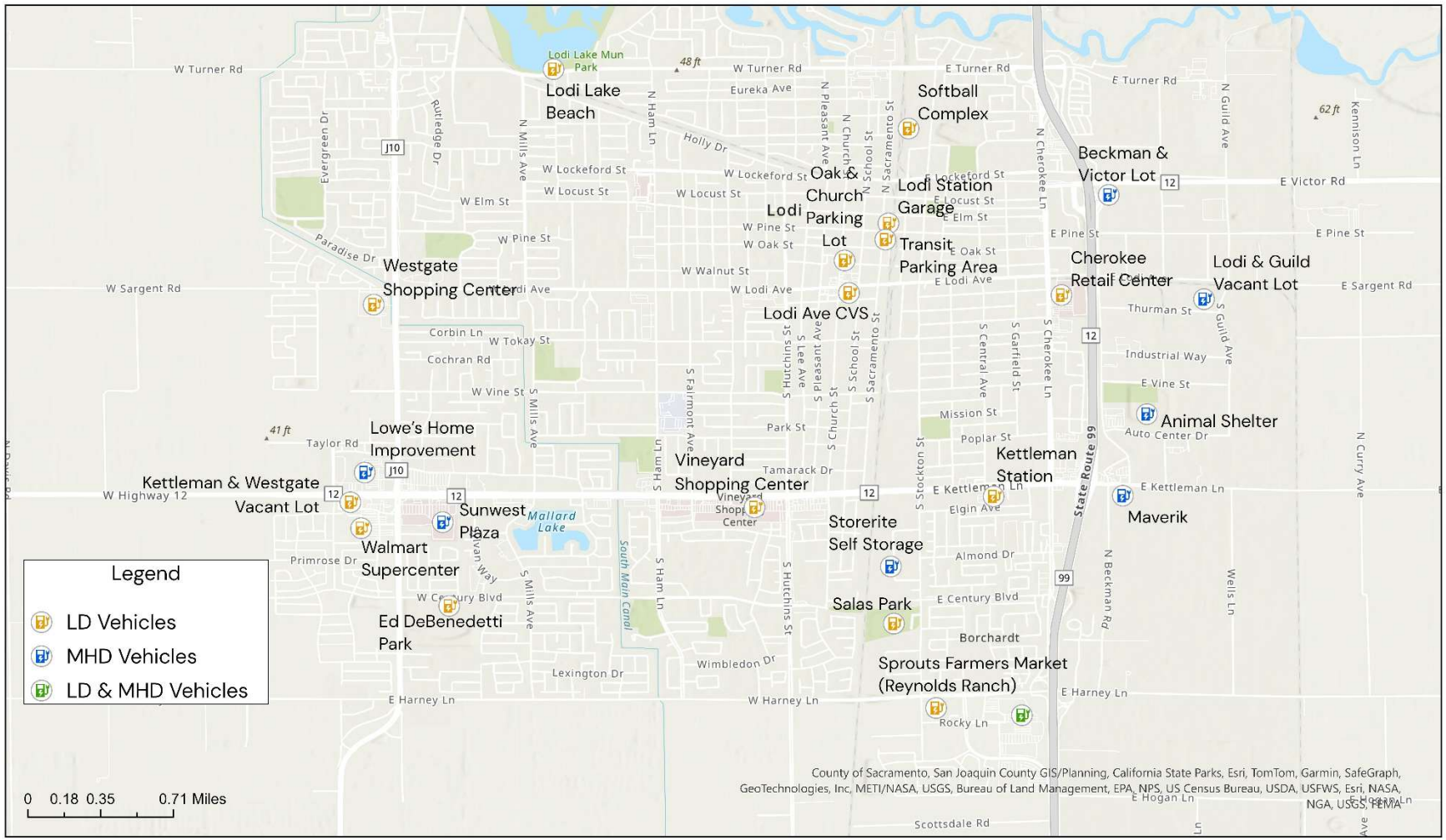


Table 1 summarizes the characteristics of candidate sites, including site name, vehicle types they can serve, property ownership, charger type (single or dual-port), location, and the number of Level 2 and DC fast chargers assumed. The power levels associated with each charger type, 15.4 kW for Level 2 chargers, 150 kW for DC fast chargers serving light-duty vehicles, and 350 kW for heavy-duty vehicle chargers, reflect typical industry standards. These assumptions are intended to guide planning; however, contractors may propose alternative charger configurations or power levels based on site-specific conditions or design considerations.

Table 1. Characteristics of Candidate Sites

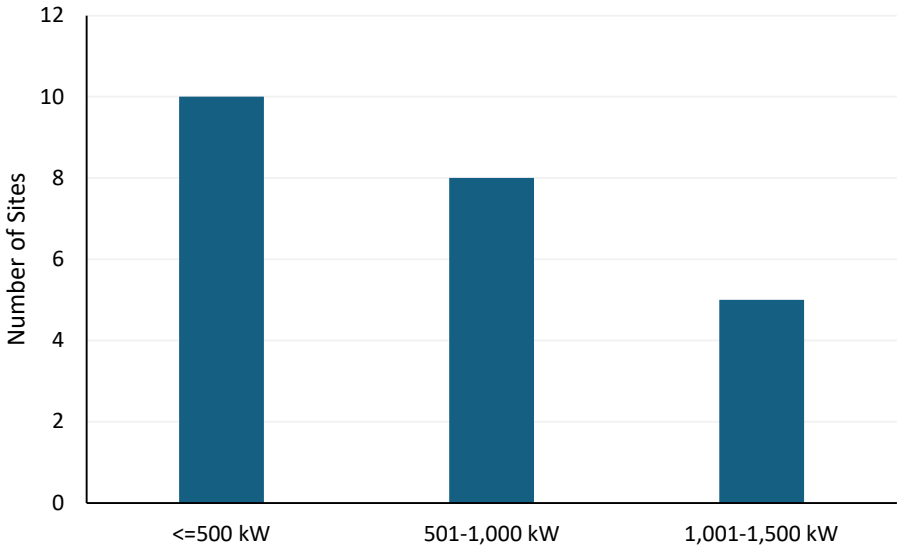
Candidate Site	Vehicle type	City-owned?	Dual vs single-port charger	Approximate Address	# L2 chargers	# DC fast chargers
Oak & Church Parking Lot	LD	Yes	Dual port	140 Church St., Lodi, CA 95240	1	2
Lodi Station Garage	LD	Yes	Dual port	2 N Sacramento St, Lodi, CA 95240	0	7
Transit Parking Area	LD	Yes	Dual port	24 S Sacramento St, Lodi, CA 95240	4	0
Lodi Ave CVS	LD	No	Dual port	100 W Lodi Ave, Lodi, CA 95240	6	0
Softball Complex	LD	Yes	Dual port	401 N Stockton St, Lodi, CA 95240	4	0
Costco/Home Depot (Reynolds Ranch)	LD	No	Dual port	2680 Reynolds Ranch Pkwy, Lodi, CA 95240	0	7
Costco/Home Depot (Reynolds Ranch)	MHD	No	Single port	2680 Reynolds Ranch Pkwy, Lodi, CA 95240	0	1
Sprouts Farmers Market (Reynolds Ranch)	LD	No	Dual port	250 E Harney Ln, Lodi, CA 95240	3	2
Lodi & Guild Vacant Lot	MHD	Yes	Single port	1335 Thurman St, Lodi, CA 95240	0	1
Animal Shelter	MHD	Yes	Single port	1041 E Auto Center Dr, Lodi, CA 95240	0	1
Maverik	MHD	No	Single port	4872 E Kettleman Ln, Lodi, CA 95240	0	1
Beckman & Victor Lot	MHD	No	Single port	880 Victor Rd, Lodi, CA 95240	0	1
Walmart Supercenter	LD	No	Dual port	1601 S Lower Sacramento Rd, Lodi, CA 95242	0	5

Candidate Site	Vehicle type	City-owned?	Dual vs single-port charger	Approximate Address	# L2 chargers	# DC fast chargers
Kettleman & Westgate Vacant Lot	LD	No	Dual port	2736 W Kettleman Ln, Lodi, CA 95242	0	2
Ed DeBenedetti Park	LD	Yes	Dual port	14226 Lower Sacramento Rd, Lodi, CA 95242	4	0
Vineyard Shopping Center	LD	No	Dual port	782 W Kettleman Ln, Lodi, CA 95240	3	5
Kettleman Station	LD	No	Dual port	420 E Kettleman Ln, Lodi, CA 95240	4	0
Salas Park	LD	Yes	Dual port	2101 S Stockton St, Lodi, CA 95240	5	0
Lowe's Home Improvement	MHD	No	Single port	1389 S Lower Sacramento Rd, Lodi, CA 95242	0	1
Sunwest Plaza	MHD	No	Single port	2350 W Kettleman Ln, Lodi, CA 95242	0	1
Cherokee Retail Center	LD	No	Dual port	430 S Cherokee Ln, Lodi, CA 95240	6	4
Westgate Shopping Center	LD	No	Dual port	311 S Lower Sacramento Rd, Lodi, CA 95242	3	6
Lodi Lake Beach	LD	Yes	Dual port	1101 W Turner Rd, Lodi, CA 95242	2	0
Storerite Self Storage	MHD	No	Single port	1801 Ackerman Drive, Lodi, CA 95240	0	1

LEU has data on the maximum additional load capacity (in kW) that can be accommodated at each candidate site of **Table 1** without immediate infrastructure upgrades. To protect confidential data, individual site capacities are not disclosed in this document. Detailed site-level capacity and infrastructure information will be shared with the selected contractor following contract award.

Figure *2* presents the distribution of candidate sites by maximum additional load capacity. The values have been grouped into three ranges: ≤500 kW, 501–1,000 kW, and 1,001–1,500 kW. These ranges help illustrate the scale of electrical capacity across sites and provide a high-level view of the potential readiness of sites to accommodate EV charging infrastructure.

Figure 2. Number of Sites by Maximum Capacity Range



Certain city-led projects are underway or planned which include partial or full installation of EV charging infrastructure and related electrical capacity upgrades. A summary of City projects, including status is outlined below:

1. 2024 DeBenedetti Park Improvement Project (In-House Designed) (Site in **Table 1**: Ed DeBenedetti Park)

    a. Currently under construction. Estimated project completion is August 2025 (without any EV chargers actually installed, but the first 10 stalls included on the building permit as required).

    b. System is designed for 10 EV stalls (5 chargers) now, with an ultimate total of 36 EV stalls (18 chargers):

        i. Main electrical panel with meter is being installed and powered up (for the 36 spaces).

        ii. Transformer is being installed and is sized for the ultimate (36 stalls) configuration.

        iii. Conduits and pull boxes are being installed to each of the 36 locations.

        iv. The initial 10 stalls (5 chargers) have concrete aprons around where the chargers will be installed. A 2’ x 2’x 4” concrete area will need to be removed for the charger footing and unit installation and then re-poured. The other 26 stalls (13 chargers) will ultimately need the concrete aprons poured when those are developed.

    c. Each stall is being designed for Level 2 dual port chargers (40 amps/208V per stall).

d. City can provide plan/layout showing the 10 proposed and the 36 ultimate stall configuration/location upon request.

e. Funding is in place for the 10 stalls.

2. Upcoming DeBenedetti Park Improvement Project (Consultant Designed) (Site in **Table 1**: Ed DeBenedetti Park)

    a. The consultant is currently finalizing the design and permitting.

    b. Preliminary design includes 6 stalls (3 chargers) now, and an ultimate total of 25 stalls (13 chargers).

    c. Funding is in place for the 6 EV stalls.

    d. Preliminary design indicates all chargers will be Level 2 consistent with the 2024 DeBenedetti Project.

3. Lodi Lake Park (In-House Designed) (Site in **Table 1**: Lodi Lake Beach)

    a. The project is currently nearing completion. A dedicated meter for the EV charger and all associated site improvements have been installed. A ChargePoint dual-port system was initially installed but was immediately vandalized and subsequently removed; a replacement unit has been ordered.

    b. The installation consists of a Level 2 charger with two parking stalls (one charging port available), operating at 40 amps / 240 volts per stall.

4. Lodi Animal Shelter (Consultant Designed) (Site in **Table 1**: Animal Shelter)

    a. The project is currently under construction.

    b. Design includes 4 stalls now (2 single ports and 1 dual port for staff charger), with ultimately another 4 stalls (2 chargers). All are Level 2, at 40 amps/208V per stall

    c. The plan calls for these to be ChargePoint CT4011-GW1 and CT4021-GW1 or equal.

Project Overview

At its March 19, 2025 meeting, the Lodi City Council approved and provided direction to staff to release a Request for Proposal (RFP) and solicit proposals from charging infrastructure providers for the deployment of public electric vehicle (EV) chargers across the City.

As such, LEU is requesting proposals from qualified contractors to design, purchase, install, operate and maintain EV charging stations and associated electrical infrastructure across a combination of City-owned properties and privately owned sites, pending final approval from private property owners. The selected contractor will be responsible for the complete scope of the project, including securing necessary permits and approvals. Multiple EV charging providers are allowed to submit a single, joint proposal as a team or partnership. If doing so, the team must include a confidential copy of their partnership agreement with their proposal. LEU will review this agreement to ensure it provides clear responsibilities and accountability and will determine at its sole discretion if the arrangement meets the City's requirements.

Overall, the project is intended to support the following goals:

a. Deploy public EV charging infrastructure for light-, medium- and heavy-duty vehicles at all or a subset of the 23 identified sites[1].

b. Develop and submit project specifications, including civil and electrical plans, to obtain necessary permits and approvals from the City of Lodi.

c. Procure, install, and commission the required electrical infrastructure and EV chargers, ensuring compliance with City and LEU requirements. As part of this proposal, the contractor shall clearly propose how initial capital costs, operations, and ongoing maintenance responsibilities are to be shared between developer and the City.

d. Offer EV charging solutions with easy, equitable payment processes and competitive rates.

One of the key advantages of deploying EV charging infrastructure in Lodi is the City's competitive electric rates. As shown in
Figure *3* and
Figure *4*, LEU consistently offers some of the lowest electricity rates in the state for both commercial and industrial customers, particularly when compared to investor-owned utilities (IOUs). This cost advantage creates a compelling value proposition for charging providers. Lower energy costs reduce

[1]LEU has identified candidate sites for charger deployment based on a combination of factors including travel demand, proximity to amenities, proximity to existing charging infrastructure, equity considerations, site accessibility, and grid readiness. If the selected Contractor determines that one or more of these pre-identified sites present significant challenges to implementation, they may propose alternative locations for consideration. Any proposed replacements should include justification and demonstrate comparable or improved suitability in terms of public benefit, feasibility, revenue potential and overall alignment with LEU's goals.

ongoing operational expenses, which can support more competitive pricing for end users, increase provider margins, or enhance return on investment.

Figure 3. Average Commercial Bills

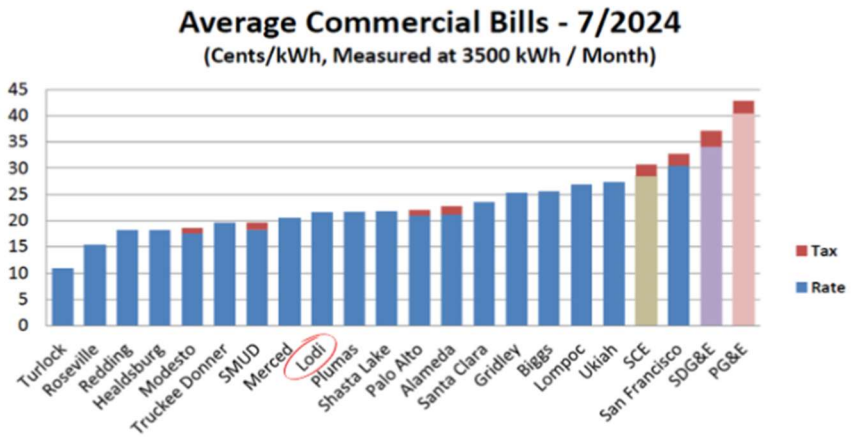
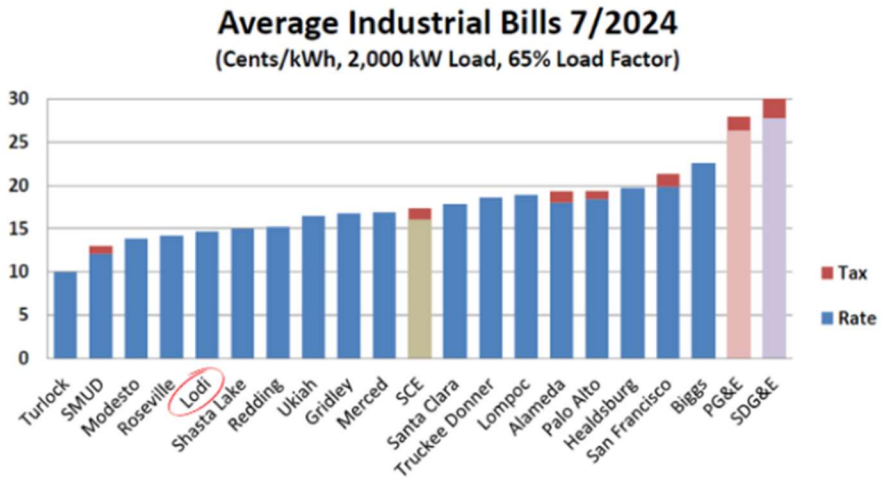


Figure 4. Average Industrial Bills



Contractor's Responsibilities

The selected contractor shall be responsible for providing all services and covering costs related to site improvements, installation, operation, and maintenance necessary for the deployment and ongoing operation of the EV Supply Equipment (EVSE). More specifically, the selected contractor is expected to complete the following:

A. Site Design & Engineering

a. Conduct a detailed site assessment for optimal EVSE placement.

b. Develop and submit detailed project specifications, including civil and electrical plans, calculations, base maps, and site plans, for approval by LEU.

c. The design must include a site layout plan detailing charger locations, electrical equipment, conduit routing, and potential parking modifications, an electrical one-line diagram showing power distribution, load calculations, and panel schedules, a conduit and wiring plan with routing, sizing, voltage drop analysis, and grounding details, a grading and drainage plan addressing surface modifications, trenching, and stormwater management, equipment foundation and mounting details for charger installation, including concrete pads and bollards and permit and code compliance documentation.

d. For privately owned sites identified, the contractor shall be responsible for initiating and securing access agreements with property owners. All such agreements will be subject to review and approval by LEU prior to final site confirmation or design approval.

e. All sites must meet ADA requirements.

B. Utility Coordination & Permitting

a. Identify and assess required electrical upgrades, including panels, transformers, and service drops, to support the installation and operation of EV chargers.

b. Coordinate with the City and LEU to complete all necessary utility interconnections and permitting approvals.

C. Procurement and Installation of EVSE and supporting infrastructure

a. Procure and install Level 2 and DC fast chargers. The contractor shall ensure all chargers are networked.

b. Conduct electrical infrastructure upgrades, including installation of new electrical panels, step-up/step-down transformers, and associated equipment to support charger operations.

c. Perform site preparation, including trenching, conduit installation, and wiring to connect chargers to the power supply.

d. Complete all site improvements required for safe and accessible operation, including striping, signage, ADA-compliant access, protective bollards, foundations, and any other civil improvements necessary.

e. Install, commission, and energize the EV chargers, conducting necessary system testing to ensure full operational readiness.

D. Testing, Commissioning & Performance Verification

a. Perform site acceptance testing to confirm chargers are fully operational and meet performance standards.

b. Conduct training for LEU personnel on charger operation, troubleshooting, and maintenance requirements.

E. Operations, Maintenance & Support

a. Provide long-term operation and maintenance of the EV charging infrastructure, including continuous monitoring, performance tracking, and a responsive maintenance plan.

b. Ensure real-time monitoring capabilities and a minimum uptime threshold.

F. Revenue Model Implementation

a. Implement a revenue model that may include per-port fees, lease payments or a percentage share of gross revenues.

b. Collaborate with LEU and manage rate setting transparently, subject to LEU and City's input.

c. Provide regular reporting on revenues (including revenue from low carbon fuel standard program), pricing changes, and any credits earned.

G. Grant Funding and Compliance

a. If the contractor applies for, and is awarded, any grant funding in support of this project, the contractor shall be fully responsible for compliance with all related grant requirements, including reporting, tracking, record-keeping, and audit compliance.

b. If the City applies for or receives any grant funding, the contractor shall fully support the City's compliance obligations by timely providing any required data, documentation, or reports necessary to meet grant conditions.

LEU's Responsibilities

As described earlier, LEU intends to pursue a shared investment approach for the deployment of public EV charging infrastructure. The City recognizes that this model may require the City to provide certain incentives or financial contributions to help enable successful implementation. To ensure that any incentives align with industry expectations and the needs of potential charging providers, proposers shall include in their submittals the specific types and levels of support they would require from the City to accomplish the project goals. The following incentive options will be considered by LEU, and proposers should clearly describe and justify their incentive requests in their proposal:

1. Utility-side infrastructure (up to the meter) contributions.
2. Discounted lease rates for use of City-owned sites.
3. Upfront capital investment contributions, such as LEU covering a percentage of equipment or installation costs.
4. Other proposer-defined incentives that would enhance project viability or accelerate deployment.

Once proposals are received, the City will carefully review the requested incentives and, if necessary, initiate negotiations with the selected proposer to identify a mutually agreeable incentive structure. Any finalized incentive package will be subject to approval by the Lodi City Council as part of the overall contract approval process.

In addition to the potential incentives discussed earlier, LEU will also provide the following support to the selected contractor:

- Provide a 10-year contractual arrangement to pre-identified City-owned sites suitable for EVSE installation, including lease or license agreements with the selected contractor.
- Support outreach or coordination with private property owners (as appropriate) to facilitate relationships and access agreements, while recognizing that the responsibility for securing such agreements rests with the contractor.
- Facilitate interdepartmental permitting and site plan approvals to streamline project implementation.
- Share relevant load capacity data and assist in the assessment of site-specific make-ready infrastructure needs.
- Negotiate terms for the purchase of installed infrastructure by LEU at the end of the contract term, subject to mutual agreement.

Minimum Qualification Requirements

The selected contractor must meet the following qualifications and labor compliance requirements:

a) **California Electrical Contractor License**: The contractor must be licensed by the State of California as a C-10 electrical contractor and remain in good standing throughout the duration of the project.

b) **Electric Vehicle Infrastructure Training Program (EVITP) Certification**: The contractor must have obtained EVITP certification to ensure compliance with industry best practices for EV charger installation. More information on the certification program is available at: https://evitp.org/

c) **Demonstrated Experience**: Proposers must demonstrate successful completion of EV charging infrastructure projects within the past five years, each with a project value of $2 million or more. The projects should have been completed for a municipal or other public-sector client.

Proposers should also refer to the evaluation of proposals section later for more information on the list of evaluation criteria and points.

RFP Process & Requirements

Timeline of Key RFP Dates

Following is the preliminary RFP selection process timetable, subject to change at LEU's sole discretion. LEU further reserves the right to reject any or all proposals or deem proposals nonresponsive at its discretion, as further described in the "Award" section later.

July 17, 2025	RFP issued
August 1, 2025, 5 PM PT	Deadline for questions
August 22, 2025, 11:59 PM PT	**Deadline for submittal of proposals**
Week of September 1, 2025	Vendor interviews (if required)
Week of September 8, 2025	Select firm for negotiations
Week of September 22, 2025	Finalize contract negotiations
Week of November 3, 2025	City Council meeting for approval of contract

Deadline for Written Questions

Proposers must submit all questions about the meaning or intent of this RFP to Theodora Konstantinou, via email at theodora.konstantinou@icf.com before 5:00 PM Pacific Time on **August 1, 2025.** Use the subject line: "**RFP Question: Lodi Public EV Infrastructure**". All questions and requests for information and clarification received before the stated time and date will be addressed by LEU through a formal written Addenda, which will be posted via the City's bid page by **August 8, 2025**. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

If LEU deems advisable, LEU may also issue Addenda(s) to modify the Proposal Documents. Addenda shall be part of the Proposal. It is the proposer's responsibility to ensure that all requirements of addenda are included in the proposer's Proposal. Proposers may obtain a complete listing of Addenda from the City's bid page.

RFP Proposal Due Date

LEU shall receive, no later than **11:59 PM Pacific Time on August 22, 2025**, a digital PDF of the full proposal, including all required signed forms. All materials, including copyrights for original design work, submitted by proposer in response to this Request for Proposals shall become the property of the City. All materials shall be submitted to LEU via e-mail at: mprice@lodi.gov with a copy to theodora.konstantinou@icf.com

Proposer Interviews

During the **week of September 1, 2025**, LEU may conduct individual interviews with shortlisted Proposers. Those Proposers will comprise a short-list of preferred vendors and will be notified of the time and virtual location in advance of the interview. The purpose of these interviews is to confirm information provided in proposals submitted by the proposers, and to allow proposers to respond to

LEU questions and to provide clarifications and expand on the information provided in their proposals. Each proposer shall have their proposed key personnel assigned to the project present as the primary representatives during this process. Presentation materials shall typically include Electronic Media (PowerPoint) and supporting materials.

Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after LEU's request. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

Upon completion of interviews and proposal evaluations, the selected proposer shall be notified, and contract negotiations with LEU may begin. If the selected proposer is unable to effectively execute a contract with LEU, other shortlisted proposers may be contacted to negotiate and develop the proposed project.

Contract Negotiations

It is expected that LEU and selected proposer will negotiate final terms and conditions of any contracts resulting from this procurement. These negotiations will utilize the sample contract provided by LEU (see Attachment A). Exceptions to contract terms must be listed by proposers. Selection of a proposer in no way implies LEU acceptance of exceptions to LEU's sample contract. LEU has issued this RFP with the desire to pursue EVSE design and construction at the identified sites, but proposers submitting responses to this RFP do so with the understanding that LEU does not guarantee the award of any contract or work. LEU reserves the right, in their sole and absolute discretion, to abolish, refresh, amend, or extend the scope, site portfolio, or limitations of this Project.

Award

Any contract(s) for this Project will be awarded to the qualified proposer able to effectively negotiate terms for the project that provide the "best value" to LEU as determined solely by the City and its agents. LEU reserves the right to reject any or all proposals or any part of an individual proposal; to waive any irregularity in any proposal; and to determine which, in its sole judgment, best meets the goals of this RFP. LEU also reserves the right of refusal for subcontractors and team members at the project's outset and throughout the Systems' lifetime.

Confidentiality

LEU is subject to the California Public Records Act. If your response to this proposal contains commercial or financial information that is exempt from public disclosure, it is your responsibility to clearly designate the submitted comments as confidential as noted below.

You may ask LEU to give confidential treatment to information you provide to LEU by noting which information is confidential and by providing an explanation why the information you are submitting is confidential. LEU will make its own determination about the confidential status of the information and treat it according to its determination. LEU will protect confidential information complying with these requirements to the extent required under applicable law. Only information noted in accordance with

this notice and ultimately determined to be exempt from disclosure will not be released to a requester or made available to the public. Any information submitted to LEU that is not specifically designated as confidential will be available to the public.

Prevailing Wage Requirements and Other Requirements

Proposers are notified and informed that they will be subject to and must comply with all the requirements under the California Labor Code to pay the general prevailing rate of per diem wages and for holiday and overtime work to all workers engaged in the performance of any work under the proposed contracts. Copies of prevailing rates of per diem wages are available from the Department of Industrial Relations, State of California. Proposer and any subcontractors shall comply with all federal, state and local laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, local building codes, utility interconnection regulations, the Americans with Disabilities Act (including striping, signage, and path-of-travel requirements), and any copyright, patent or trademark law. Proposer's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

AB 1768 (effective January 1, 2020) amended the definition of "construction" work for which prevailing wages must be paid to include "work performed during the design, site assessment, feasibility study, and other pre-construction phases of construction…regardless of whether any further construction work is conducted…". Proposers shall comply with all applicable provisions of the California Labor Code relating to the payment of prevailing wages.

Proposers and subcontractors are required to be registered as a Public Works contractor with the Department of Industrial Relations pursuant to the Labor Code. The proposer's and subcontractor's registration must remain active throughout the term of the Contract.

Non-Discrimination

Contractors shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition. Contractor will take affirmative action to ensure that employees are treated without regard to race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental handicap, or medical condition.

The RFP specifications, terms, conditions, attachments, and addenda, and proposer's proposal, in whole or in part, may be incorporated into and made a part of any contract that is awarded because of this RFP.

Contracting and Bonding Requirements

A sample of City Contract & Insurance Requirements, Terms and Conditions is included as Attachment A. The selected contractor will be required to execute the agreement and provide both a Faithful Performance Bond and a Labor and Material Payment Bond, each in the amount of 100% of the total

contract price (Attachment B). Bonds must be secured from a surety company authorized to operate in California and meeting the requirements outlined in California Code of Civil Procedure Section 995.120.

The contractor must maintain these bonds throughout the duration of the contract. Failure to provide the required bonds within the specified timeframe may result in rejection of the proposal or termination of the contract.

While the City's current contract requirements include surety bonds, the City may consider alternative financial security mechanisms, such as escrow accounts or letters of credit, for proposers who demonstrate that such instruments provide equivalent protection. Proposers seeking to propose an alternative must clearly justify the approach and include it in their proposal submission for City review and approval.

Proposers must include any exceptions to the sample contract as part of their proposal submission.

Insurance Requirements

Attachment A (Exhibit C) provides LEU's insurance requirements. If you do not currently carry the type/limit of insurance stated herein, please submit your Proposal with any differences clearly noted. Shortlisted proposers should be prepared to provide both Certificates of Insurance (COI) and a copy of the full insurance policy.

Proposal Requirements

General Requirements

The contractor is requested to submit a concise and well-organized proposal that directly addresses the project requirements. Proposals should include examples of previous work, including relevant design plans and renderings, which will be considered in the evaluation process.

LEU acknowledges the effort involved in preparing a comprehensive and responsive proposal. However, participation in this RFP process is voluntary, and LEU is not responsible for any costs incurred in the preparation or submission of a proposal.

LEU reserves the right to award all or a portion of the work described in this RFP and may accept or reject any additional elements included in the contractor's proposal. Furthermore, LEU retains the right to reject all proposals if deemed necessary.

All data, documents, and work products developed or used throughout the project shall become the property of LEU upon completion.

The contractor shall be knowledgeable of and ensure compliance with all applicable federal, state, and local laws, rules, and regulations, including those related to electrical infrastructure, construction, permitting, and utility interconnection requirements. All deliverables must adhere to these regulations to ensure a fully compliant and successful project.

All proposals must include a completed and signed Local Hire Information Form and Checklist (see Attachment C). Proposers are required to demonstrate a good faith effort to hire local workers in accordance with the City of Lodi's Local Hire Policy.

Content of Proposal

Proposers are expected to utilize industry best practices in responding to this RFP and in performing their responsibilities under a contract with LEU. The following sections outline the required content of the proposal, with specific page limits where applicable. Proposers must adhere to the designated page limits to ensure clarity and consistency in the evaluation process. Failure to comply with page restrictions may result in sections of the proposal being excluded from consideration.

Proposers may include supplemental marketing materials, but these must be submitted as separate files, labeled accordingly and will not be reviewed or scored during the evaluation.

Cover (*1 page max*)

The cover shall include the title of the project as it appears in this RFP, the name of the prime contractor, and the name, address, and telephone number of the person responsible with knowledge of and authority for the proposal.

Cover Letter *(1 page max)*

A brief cover letter stating the objectives, qualifications, and key highlights of the proposal should be included. The cover letter should be signed by an authorized representative of the firm.

Section 1. Project Understanding *(1 page max)*

Provide a detailed understanding of the project, including:

- Overview of the project scope and key requirements, including LEU's and the contractor roles.
- Understanding of electrical infrastructure necessary for EV charger installation.
- Description of challenges and proposed solutions.
- Coordination with the City, LEU and other permitting authorities.

Section 2. Project Team & Key Personnel (*2 pages max*)

Provide an overview of the project team, including:

- **Project Manager**: Serve as the primary point of contact with LEU, overseeing all phases of the project, including design, permitting, procurement, installation, and commissioning.
- **Key Personnel**: Identify lead civil and electrical engineers, construction managers, and permitting specialists, detailing their roles and relevant experience in EV infrastructure projects.

- **Team Organization**: Provide an organizational chart or matrix illustrating team structure and responsibility distribution across firms and personnel.
- **Firm Description**:
    - Size, legal entity type, and inception date.
    - Name, telephone number, and email address of the primary contact person.
- **Firm Capacity and Resources**: Describe the firm's availability, expertise, and resources to successfully complete the project.
- **Collaboration Experience**: Highlight past experience working with subcontractors or partner firms on similar EV charging infrastructure projects.

Section 3. Relevant Experience (*2 pages max*)

Provide **relevant project experience** in public EV charging infrastructure design and construction at City-owned and privately owned sites. Information should include:

- **Relevant Project Experience**: Provide experience in EV charging infrastructure design and construction, with a focus on public charging for light-duty and medium/heavy-duty vehicles.
- **Project History**: List projects completed within the last five years or currently in progress.
- **Scope of Work**: Detail project components, including charger installation, electrical infrastructure upgrades, and utility coordination.
- **Key Personnel Involvement**: Specify the roles of team members who contributed to each project.
- **Project Value**: Provide total project and contract value, along with cost comparisons between initial estimates and final construction costs.
- **Client References:** Include contact names, email addresses, and phone numbers for project verification.

Section 4. Methodology and Approach – Scope of Services (*10 pages max*)

Describe the contractor's approach and details to project execution for City-owned and privately owned sites, including:

- **Roles & Responsibility**: Provide a detailed description of the roles and responsibilities the contractor is proposing under a shared investment approach for the installation and operation of EV chargers. This should include a clear outline of what incentives or contributions the contractor is seeking from LEU, what specific services or support the contractor expects from both the City and LEU, and how project costs will be shared between the parties. Proposers should also describe their proposed revenue-sharing structure, including how revenue from

charging operations will be allocated, the terms of that arrangement, and any conditions related to revenue guarantees or risk sharing. Additionally, proposers must outline the ownership structure of the infrastructure during the term of the agreement and specify how ownership will be transferred or handled at the end of the term. A clear and detailed description of these roles, responsibilities, and financial arrangements is essential to demonstrate how the proposed public-private partnership will function and meet the City's objectives.

- **Design and Engineering:** Develop permit-ready civil and electrical plans, addressing site layout, electrical capacity, and compliance with all regulatory requirements. The City's draft EV Charging Infrastructure Master Plan includes the location of chargers and a preliminary assessment of the infrastructure to support the installation will be provided to the selected contractor.
- **Permitting**: Secure all necessary permits and approvals from the City, and other relevant agencies, ensuring compliance with building codes, electrical standards, and environmental regulations.
- **Procurement and Installation:** Source and install light-duty and medium/heavy-duty EV chargers, electrical panels, transformers, conduit, wiring, and protective bollards, ensuring all components meet performance and safety standards.
- **Utility Coordination:** Work closely with LEU to facilitate service upgrades, interconnection approvals, and compliance with utility requirements.
- **Regulatory Compliance:** Ensure adherence to NEC, CEC, Title 24, Americans with Disabilities Act (ADA), and City code and permitting processes, integrating all necessary approvals into the project timeline.
- **Construction:** Perform all civil and electrical work, including trenching, conduit installation, panel and transformer upgrades, charger mounting, and site restoration in accordance with approved plans.
- **Commissioning and Testing:** Conduct system testing, charger activation, and network integration, verifying proper operation, and compliance with LEU requirements before project closeout.
- **Operations and Maintenance and Performance**: Carry out long-term operation and maintenance of the EV charging infrastructure, including continuous monitoring of charger uptime, timely response to service issues, routine preventive maintenance, and system performance tracking throughout the contract term. To ensure long-term reliability, the contractor shall provide a 10-year operation and maintenance plan covering preventative maintenance, software updates, and ongoing support for the EV chargers. The plan should include a schedule for regular inspections, troubleshooting protocols, and warranty services.

- **Quality Control Program:** Implement rigorous quality assurance measures to ensure compliance with all design, safety, and construction standards while maintaining an on-time project schedule.
- **Revenue Model and Payment Structure**: Implement a shared revenue model that may include fixed annual per-port payments to LEU and/or a percentage of gross revenues from charging fees, Low Carbon Fuel Standard credits, and/or grid services. Manage rate setting with LEU input and provide regular reporting on revenues and pricing adjustments.
- **Ownership Transition**: Address infrastructure ownership at the end of the contract term, including implementation of a buyback option for LEU based on a defined depreciation schedule, and ensure proper documentation and asset transfer as applicable.

More information on the requirements for the operational and data management information as well as service level requirements are described in the "Additional Information on Project Requirements" section of this RFP.

Where the Scope of Services identified in this RFP does not adequately define or include the tasks required to provide complete professional services, describe your additional recommended services. Include descriptions of your unique approach work plan clarifications needed, assumptions made, and proposed techniques or methods.

Section 5. Project Schedule (*2 pages max*)

Proposals must include a clear, structured, and realistic schedule to ensure timely completion. Proposers should outline a detailed timeline that accounts for design, permitting, procurement, construction, commissioning, and final approvals, ensuring that all phases align with project milestones and regulatory requirements. The schedule may include:

- **Detailed Project Schedule**: Provide a comprehensive timeline outlining key milestones for design, permitting, procurement, construction, and commissioning.
- **Critical Path Method (CPM) Activity Schedule**: Include a CPM-based schedule that accounts for required noticing periods, City reviews, any public outreach, and approval processes to prevent delays.
- **Timeline Optimization Strategies**: Propose methods to accelerate the project schedule while maintaining quality, regulatory compliance, and coordination with City and utility requirements.
- **Project Milestones and Deliverables**: Provide a list of key deliverables with estimated completion weeks from project kickoff.

A phased implementation approach may be proposed. Each phase must be clearly defined, including grouped sites, milestone targets, and a rationale for prioritization. Respondents should be prepared to coordinate with LEU to align site sequencing with specific goals such as grid readiness, equity considerations, and visibility at high-impact public service locations.

Section 6. Proof of Valid Licensing (*No page limit*)

Proposers must provide proof of a valid and current contractor's license, demonstrating their eligibility to perform the required work. Only proposers holding a California A (General Engineering), B (General Building), C-10 (electrical) contractor's license will be considered for this project. Proposers must have the appropriate licensure to complete all aspects of the required work, whether through in-house capabilities or listed subcontractors.

Proposers shall submit a copy of their active license(s) issued by the California Contractors State License Board (CSLB), along with verification of their good standing. If subcontractors are included in the proposal, their licensing information must also be provided.

This section will not be counted toward the final page limit of the proposal.

Section 7. Samples of Contractor's Work for Similar Projects (*No Page Limit, Up to two samples of work*)

Proposers shall provide examples of similar EV infrastructure projects completed within the last five years, including renderings, site plans, and photos of completed work. Each project example should include a detailed description, scope, and outcomes, highlighting the contractor's experience with design, permitting, procurement, and installation. The projects should have been completed for a municipal or other public-sector client. Additionally, proposers should submit a sample Project Management Plan from a comparable EV infrastructure project to demonstrate their approach to project execution, coordination, and quality control.

Section 8. References (*No page limit, but only three references*)

Proposers must provide three (3) references from clients for whom they have completed similar EV charging infrastructure projects within the last five years. Each reference should include the following information:

- Client/Agency Name
- Project Name and Location
- Project Scope and Description with a Focus on Charger Power Output, Business Model, Revenue Model and Payment Structure
- Project Completion Date
- Total Project Value
- Key Personnel Involved
- Client Contact Name, Title, Phone Number, and Email Address

LEU reserves the right to contact references to verify project performance, quality of work, adherence to schedule, and overall client satisfaction. Failure to provide accurate and relevant references may impact proposal evaluation.

Section 9: Additional Proposal Requirements or Attachments (No page limit)

The contractor shall:

- Provide financial statements with enough information to determine financial stability of the company and any sub-contractors. This may include, but is not limited to, Financial Statement or Annual Report, Business Tax Return, Statement of income and related earnings, etc.
- Provide resumes/CV and qualifications of lead project team members, including their office locations.
- Complete and submit the Local Hire Information Form and Checklist (see Attachment C).
- Complete and submit the Subcontractor List Form (see Attachment D), if applicable. If no subcontractors are proposed, write "Not Applicable" on the form and still include it in the proposal.
- Submit any exceptions to the sample City contract (see Attachment A), if applicable.

Pricing and Infrastructure Costs

This section contains more information on the revenue model and payment structure expected from respondents, along with documentation requirements for infrastructure costs.

Pricing

Proposers shall provide a detailed description of their proposed approach to compensating LEU for the use of City-owned sites or facilities where LEU has made a shared investment in the EV charging infrastructure. This should include a proposed revenue-sharing model and/or a per-port annual fee structure that provides financial return to LEU for granting site access and supporting long-term public benefit. For City-owned sites, proposers may propose a fixed annual per-port fee to be paid to LEU for each charger installed and operational. This fee would be invoiced based on the total number of ports installed and operational each quarter. Alternatively, or in addition, proposers may propose a revenue-sharing structure based on a percentage of quarterly gross revenue generated at City-owned sites.

Gross revenue may include proceeds from charging sessions, participation in Low Carbon Fuel Standard (LCFS) credit programs, grid services revenue, or any other monetizable benefits. Proposals must clearly identify how revenues from these and other environmental credit programs will be allocated, monetized, and shared between the proposer and the City. Proposals should specify whether revenue sharing would apply before or after any per-port fee is assessed. Revenue sharing should be reported and paid on a quarterly basis, with LEU reserving the right to audit reported figures. For privately owned sites, proposers are expected to negotiate financial arrangements directly with the property owners. Proposals should describe any proposed site lease terms, per-port fees, or revenue sharing models applicable to privately owned properties.

Rate Setting and Transparency

Contractors will have authority to set rates charged to EV users and should describe their approach to setting these rates. However, LEU retains the right to review and provide input on rate structures, especially on City-owned sites.

Contractor must identify the rate, or range of rates, anticipated for a specific site at the time of project cost estimation. Contractor must provide written notice and justification for a rate change at an operational site(s) no less than 30 days prior rate change and make appropriate staff available to LEU for review and discussion prior to implementing any such rate change. Contractors should account for anticipated changes in utility rates when developing initial pro forma financials. While LEU recognizes that unforeseen increases in transmission, distribution, or commodity costs may occur during the contract term, rate change requests should be minimized through reasonable forward planning and rate forecasting.

Infrastructure Costs

Contractors are responsible for 100% of behind the meter infrastructure costs, including but not limited to trenching, conduit, panels, and cabling.

Proposers should clearly specify in their proposal how costs associated with “to-the-meter” infrastructure including any utility service upgrades, new meter installations, or other utility-side improvements will be addressed. The proposal should indicate whether these costs will be borne entirely by the proposer, by LEU, or shared between the parties. If a cost-sharing approach is proposed, proposers should outline the proposed terms, cost allocations, and any assumptions regarding how those costs will be split.

Proposals must include a methodology for estimating and tracking infrastructure costs at both City-owned and privately owned sites.

Estimation and Incurrence. Prior to proceeding with the installation of EVSE at any City-owned site, the contractor shall provide LEU with an itemized estimate of all infrastructure costs reasonably necessary to operate the EVSE at each site. These estimated infrastructure costs shall be included in a project cost pro forma and submitted to LEU before the contractor applies for any construction permits. LEU shall have the right to approve or withhold approval of the contractor’s permit application submittals based on the provided cost estimates. Both parties shall work in good faith to reach agreement on the necessary infrastructure and associated costs, and LEU shall not unreasonably withhold approval of the contractor’s proposals. LEU reserves the right to instruct the contractor to add any additional infrastructure it determines to be necessary for its future requirements provided that such infrastructure is reasonably related to contractor’s proposed installation. If there is any failure to agree on the scope and estimated costs of infrastructure improvements at each site then the contractor may proceed to permit the improvements and incur the infrastructure costs based on its own proposal, perform the installation work, and make the site safe for operation per applicable City, state, or federal

standards, provided however that the existence and extent of any disagreement shall first be documented in writing.

Separate Accounting of Infrastructure Costs. Contractor shall separately document and book for accounting purposes all infrastructure costs and shall keep such cost information separate for each site, including both City-owned and privately-owned sites. The actual incurred costs for infrastructure shall be separately itemized and recorded for each installation site. The costs for each installation site shall be updated with the actual infrastructure costs incurred and submitted to LEU prior to commercial operation of EVSE at each installation site.

The infrastructure costs may include the following:

- **Breakdown by Project Scope:** Pricing shall be separated for each of the sites.
- **Line-Item Costing:** Proposers shall provide a detailed cost breakdown for:
    - **Design Costs**: Costs associated with the development of permit-ready civil and electrical plans.
    - **Permitting Costs**: Fees and expenses related to obtaining necessary permits and approvals from the City, LEU and other regulatory agencies.
    - **Project Management Costs**: Costs related to overall project oversight and coordination with LEU, City Departments, and other stakeholders.
    - **Construction Costs (Separated by Material and Labor):**
        - *Charging Hardware Costs:* Cost per unit for EV chargers and associated equipment.
        - *Other Material Costs*: Equipment, hardware, transformers, conduit, wiring, bollards, signage, and other required materials.
        - *Labor Costs*: Installation, trenching, wiring, mounting, electrical panel upgrades, and other construction-related work.
    - **Commissioning and Testing Costs**: Expenses for system testing, charger activation, load management verification, and compliance testing with City and LEU requirements.
    - **Training Costs**: Costs for conducting training sessions for City/LEU personnel on charger operation, troubleshooting, and maintenance.
    - **Networking Costs**: Expenses for charger networking, software integration, and ongoing connectivity.
    - **10-Year Operations & Maintenance (O&M) Costs:** Preventative maintenance, annual (or more frequent) inspections, software/networking updates, and warranty provisions over a 10-year period.

- **Travel Costs:** Include all anticipated travel expenses, such as mileage, lodging, per diem, and other related costs required for on-site visits, meetings, inspections, and construction oversight.

Infrastructure Cost Responsibility and Ownership During Term. Contractor shall solely bear all behind the meter infrastructure costs during the term and shall own and be responsible for any required maintenance of the infrastructure.

Depreciation of Infrastructure Costs: Contractors shall retain ownership of behind the meter infrastructure during the term of the agreement, regardless of whether it is installed on City-owned or privately owned sites. For infrastructure installed on City-owned sites, LEU may negotiate the option to purchase that infrastructure at its depreciated value at the end of the term, subject to future appropriation and mutual agreement. Respondents shall propose an industry accepted, reasonable depreciation schedule with supporting rationale and assumptions, which will be subject to LEU review and approval.

LEU Purchase of Infrastructure at Term End. Subject to future appropriation by the City Council, LEU shall pay contractor the depreciated value of all infrastructure at all City-owned sites not later than 90 days before the end of Term. It is expressly understood that this obligation is subject to future appropriation by the Council and does not constitute an unconditional obligation at contract date. The City Council's determination to appropriate funds for this conditional obligation shall be made not later than one year before the end of Term. Ownership of the infrastructure shall transfer to LEU immediately upon the City's payment. If the contract is terminated early for contractor default, LEU may purchase the infrastructure at its then depreciated value but shall not be required to do so. Any financial security encumbrances for the infrastructure shall be limited to the infrastructure itself, and no encumbrances may be placed on City's public property. If the City Council fails to appropriate funds to pay contractor the full depreciated cost of infrastructure, then any infrastructure not appropriated for authorized purchase by LEU shall remain the property of contractor and may not be used by LEU or any third party without contractor's prior written consent.

Evaluation of Proposals

The following elements represent the evaluation criteria that will be considered during the evaluation process (***Table 2***).

Table 2. Evaluation Criteria

Criteria	Maximum Points
Experience, Quality, and Stability • Corporate information and experience	25

Criteria	Maximum Points
• Experience operating and maintaining electric vehicle charging systems with necessary manufacturer-specific training and certification • Assurances of quality of construction and warranty of materials and installation work for EV charging electrical infrastructure • California-based experience/awareness of State and local building and retrofit requirements • Geographic location of staff for required tasks • Financial viability and stability • References and past municipal performance and delivery	
Technology and Data Sharing • System features, device technology, and operational measures for energy use optimization, rate control, and real time data collection • Secure payment method(s) that maximize(s) accessibility, safety, and ease for user • Consistency with LEU's IT and data sharing standards and protocols • Monthly reporting of charger usage and uptime	20
Operation, Repair, and Customer Service • 24/7 network monitoring, technical assistance, and diagnostic support • Proposed maintenance and operations plan to ensure optimal uptime in excess of 97% • 24/7 customer service and community complaint response • Sufficient local inventory or distribution network of repair parts and replacement charger • Scheduled preventative maintenance	20
Pricing • Net benefit to LEU over the contract term • Reasonableness of any proposed per-port payments and revenue shares • Transparency and flexibility of rate-setting strategies • Consideration of models for both city-owned and privately owned sites	25
Schedule	10

Criteria	Maximum Points
• Proposer's ability to effectively sequence tasks, account for permitting and approval timeframes, and coordinate with City, LEU, and other stakeholders. A well-structured schedule that includes contingency planning and strategies to mitigate potential delays will receive a higher score	
TOTAL MAXIMUM EVALUATION POINTS:	**100**

The RFP evaluation is solely for the purpose of determining which proposers are deemed responsible, qualified, and able to offer the best value to LEU. The qualifications of applicants will be reviewed and determined by LEU and their consultants based upon the submitted documents and any other information available to them. Proposals shall be deemed to include any written responses of a proposer to any questions or requests for information of LEU made as part of the Proposal evaluation process after submission of the Proposal. Applicants may be asked to submit additional information pertinent to the projects, or to be present for a virtual interview.

LEU also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted by the proposer. LEU retains the sole discretion to determine issues of compliance and to determine whether a proposer is responsive and responsible. LEU will determine a proposer's quality, fitness, and capacity to perform the project satisfactorily. Proposers are encouraged to submit a single proposal that includes solutions and subcontractors required to complete the system elements (engineering design, EVSE procurement and installation, make-ready infrastructure installation). Each submittal will be judged as a demonstration of the proposer's capabilities of delivering the services requested with high quality and low total costs. Evaluation of the responses will be based on a competitive selection process, in which the evaluation of proposals will not be limited to price alone.

Inspection: LEU reserves the right to inspect the proposer's equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer's physical assets and financial capability. Proposer, by signing the proposal agrees to LEU's right of access to physical assets and financial records for the sole purpose of determining proposer's capability to perform the Contract. Should LEU conduct this inspection, LEU reserves the right to disqualify a proposer who does not, in LEU's judgment, exhibit the sufficient physical and financial resources to perform this Contract.

Right to Audit. LEU reserves the right to audit the accounts of contractor related to this contract to verify gross revenue for purposes of revenue sharing. Upon LEU request, contractor shall make available to LEU all books and records related to income and expense for operation of any installed EVSE. Contractor shall cooperate with LEUs reasonable audit requests and provide requested documentation within 30 days of request. In performing any audit, LEU shall keep contractor's books

and records confidential and use the information solely to confirm contract compliance.

Discussions/Negotiations. LEU has the right to accept the proposal that serves the best interest of LEU, as submitted, without discussion or negotiation. Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. LEU may negotiate the terms of a contract with the winning proposer.

Additional Information on Project Requirements

Site Installation Requirements

Contractor Elected Site Installations

LEU has identified candidate sites for charger deployment based on a combination of factors including travel demand, proximity to amenities, proximity to existing charging infrastructure, equity considerations, site accessibility, and grid readiness. If a respondent determines that one or more of these pre-identified sites present significant challenges to implementation, they may propose alternative locations for consideration. Any proposed replacements should include justification and demonstrate comparable or improved suitability in terms of public benefit, feasibility, revenue potential and alignment with the City's goals.

Provided that all LEU requirements are satisfied (or will be satisfied) by the proposed installation and the EVSE will not unreasonably inconvenience City operations or the public, or be unsafe, as determined in LEU's sole reasonable discretion, LEU will not unreasonably refuse proposals from contractor to install EVSE at contractor elected sites.

Equipment Specification Requirements

As part of the proposal, the proposer shall include information showing equipment meets the following requirements:

- Must meet specifications identified in the Federal Highway Authority National Electric Vehicle Infrastructure Standards and Requirements – Final Rule: 2023-03500
- Speed must be L2 or DCFC
- All chargers must be SAE J1772 compliant
- Other connectors may be additionally installed
- OCCP compliant and certified (version 1.6 and newer)
- ISO 15118 ready
- Must be able to withstand extreme temperatures up to 115 degrees Fahrenheit, as well as wind and storms up to 120mph
- Technical support: 24/7 remote station support must be made available

- Power use data capture available real-time or via download
- ADA-compliant, including accessible design for users with disabilities

Vehicle-to-Grid (V2G) and other Vehicle-to-Everything (V2X) technologies, as well as the use of 100% renewable energy sources (including through onsite generation and/or storage), may be considered. However, they are not mandatory requirements under this contract.

To support interoperability, user experience, and eligibility for funding programs, proposers are encouraged to integrate chargers into existing public charging networks.

Proposers may exceed these minimum requirements and are encouraged to propose innovative or advanced hardware solutions that align with City goals, including grid resilience, equity, and long-term operational efficiency.

Operational and Data Management Information

The contractor's approach and details to project execution should discuss the following elements:

1. A list of the other EV charging markets that are currently in operation, including the duration of operation in each market, the service level agreement parameters for those markets, the type/model of charging devices and corresponding equipment specifications and warranties, payment systems utilized, and number of devices deployed.

2. An overview of all current, and past, operations in the City of Lodi, including experience working with LEU, the number of devices (as applicable), and the average utilization rate of devices deployed.

3. Provide a detailed summary of the EVSE's business model and approach for the City of Lodi market, given available siting locations including the EV charger models and specifications the contractor would recommend for use and how these devices can resist vandalism, theft, weather, corrosion, and pests.

4. Process the contractor will follow to coordinate with City departments for design review, code compliance, and permitting.

5. An outline of the proposed user payment structure, including any peak-pricing, low income or special payment options.

6. A detailed summary of contractor service support and maintenance work shifts, maintenance practices and standard repair or replacement schedule, as well as track record in other municipalities. Information should also include the location of local warehouse(s) for maintenance, repair, and replacement chargers, and any other location(s) associated with operations.

7. An approach for maximizing daily utilization and reducing the amount of time cars overstay their charging session in one location. Include utilization and idle time targets that would be implemented and complied with throughout the term of the contract.

8. A description of how customers can communicate issues, including what alternative means will be provided for customers requiring accessibility accommodations to communicate, how this is tracked, and how their concerns will be responded to, and the timeframe for response.

9. Methodology for monthly data and revenue reporting, including whether those points on LEU's requested data list are addressed. This should include an approach that would be implemented for resolution of inoperability, on-going issues, daily complaints, accidents, pests, and emergencies.

10. Detail of how contractor will meet LEU's IT and data sharing requirements and protect personal customer data, including PCI compliance. This should include detail of what, if any, data contractor intends to collect and sell; and if so, how this will be communicated to users and how they will be able to opt-out.

11. Identify and describe any citations, regulatory violations, or legal actions received by the contractor in any jurisdiction related to EV charging deployments, service delivery, or compliance with local/state/federal regulations.

12. Data reporting requirements: Contractors shall collect data based on device utilization and make it available to LEU on a regularly scheduled basis, consistent with LEU data-sharing standards and requirements, including:

- Charge station ID
- Total number of charging events per charger
- Average charging event length per charger
- Average power per charging session in kW
- Monthly energy delivered per charge station port in kWh
- Rates per time period
- Payment authorization success rate
- Total revenue per charging station and site
- Monthly uptime/downtime per charger
- Monthly uptime/downtime for the overall network
- Downtime cause(s)
- Time to repair

Service Level Requirements and Remedies for Non-Compliance

Error! Reference source not found. provides minimum performance and service requirements which contractor should fulfill (Service Level Requirements) for both City-owned and privately owned sites.

Non-compliance with or non-attainment of any of the Service Level Requirements may at LEU's option result in assessment of liquidated damages or potential termination of the contract if continued uncured. This could include financial damages for failure to meet service level requirements (SLRs), uptime requirements, and other regulatory actions. If incurred, liquidated damages must be paid quarterly.

Table 3. Service Level Requirements

SLR Topic	Delivery Requirement	Correction Period	Damage Assessment
Charger uptime in excess of 97%	If LEU notifies contractor in writing that a charger is inoperable, diagnosis for repair must begin within 48 hours and repair or replacement must be completed within one week of completion of diagnosis. Monthly reports on charger uptime will be submitted to LEU one week after the end of each month.	If contractor's delivery on this SLR fails more than three times, the contractor will incur a per day damage liability for each charger subsequently out of service past the one-week repair window.	$100 per charger per day that the charger is down past the one-week repair window.
Contractor must track and promptly respond to customer complaints and questions submitted directly to contractor	Contractor shall submit a monthly report on complaint source and resolution timeline one week after the end of each month.	If complaint tracking and resolution is not reported on within two weeks of the end of each month, the contractor will be assessed damages for each day the report is late.	$100/day
Monthly Data Sharing and Quarterly Reporting	Charger utilization and uptime, in addition to other data points described in this RFP, will be shared with LEU monthly as well as summarized in quarterly reports. Data reports will be submitted to LEU within one week after the end of each month. Quarterly reports will be submitted within 30 days following the end of each quarter.	The contractor will be assessed damages for each day the report is late.	$50/day

SLR Topic	Delivery Requirement	Correction Period	Damage Assessment
Quarterly Revenue	Quarterly revenue payments will be made within 30 days of mandatory quarterly revenue reports, while annual per port/charger payments must be made 30 days in advance of the annual contract anniversary date.	The contractor will be assessed damages for each day the payments are late.	$150/day

Termination for Default

1. LEU may terminate the contract for contractor specified default events, which shall include any of the following:
    - Greater than 60 days out of compliance for 97% operational effectiveness across all chargers deployed
    - A safety issue or event without resolution within 30 days from written notice by LEU
    - Non-response to customer complaints within 60 days
    - Time to repair or remove chargers repeatedly in excess of SLR by greater than 30 days
    - 10 or more days of non-response to LEU/City communication
    - 3 or more instances of non-payment of revenue share, port fees, or Service Level Requirement damage assessments
    - 3 or more instances of missed data reporting deadlines
    - Failure to permit charger installation projects per LEU/City protocols
    - Failure to meet equipment specification or installation requirements
    - Failure to provide documents to LEU for determination of gross revenue
    - Contractor insolvency or the filing of any bankruptcy petition
    - Failure to provide construction bonds per contract requirements
    - Failure to maintain insurance in force per contract requirements
2. Contractor Right to Cure. LEU may not declare an event of default without first providing contractor with written notice of the circumstances giving rise to the breach and first providing contractor with not less than 30 days to cure the breach. If the cure of the breach will require more than 30 days, the contractor shall immediately notify LEU and provide reasons. A default shall not be declared before contractor is provided at least the 30 days' notice and a reasonable opportunity to cure.
3. Disposition of EVSE In Event of Default. In the event that LEU terminates the contract for contractor, the contractor shall remove all EVSE from City sites within 180 days from the termination date unless the parties agree for the purchase of the EVSE by LEU, which LEU may offer to purchase but shall not be required to do so. If EVSE is not removed from City sites within 180 days from termination date the EVSE shall be deemed abandoned property and LEU may either (a) remove the EVSE itself, in which event contractor and its successors shall be liable to LEU for removal costs; or (b) assume ownership of the EVSE and operate it as its own.
4. Bankruptcy. If the contractor files a voluntary or involuntary petition for bankruptcy under the laws of the United States, LEU may, at its sole discretion, immediately terminate the contract and revoke the associated EVSE concession. The contract is personal between LEU and the contractor and shall

not be assignable or salable in bankruptcy without LEU's express written consent. No value may be attributed to the contract in except for the depreciated value of contractor's EVSE and infrastructure. In any bankruptcy proceeding, LEU shall have the right of first refusal to match the price of any buyer for the purchase of contractor's facilities and assets and may acquire contractor's facilities by matching any bona fide offer of purchase made in bankruptcy. If the bankruptcy petition is for reorganization under Chapter 11, the terminated contract may be reinstated by agreement of the parties or their successors, provided that LEU shall have no express or implied duty to so agree. In the event of the EVSE contractor's bankruptcy or failure to perform, LEU may but shall not be required to purchase all electrical infrastructure from the EVSE contractor at the end of contract at the price provided in the depreciation schedule for infrastructure at each site.

End of Term

In advance of the contract end of term, LEU may release a subsequent Request for Proposal for EV charging provider(s). If LEU contracts with a subsequent provider other than contractor, the contractor shall at LEU's request communicate with the selected provider of the subsequent contract to determine whether charging equipment will be sold, transferred, or removed, and shall coordinate with LEU staff and the new contractor on the timing and logistics of the transition.

In the event that a subsequent EVSE concession contract is let to a provider other than contractor and either LEU or the subsequent contractor determine that contractor's EVSE will not be purchased and used, or if continued use is desired but no agreement can be reached for the sale of the contractor's EVSE to either LEU or subsequent provider, then LEU may require contractor to remove all of its EVSE from any or all sites at its sole cost. Such direction shall be given not less than 180 days before the end of Term and all EVSE shall be lawfully removed by contractor by end of term.

Upon contract end or early termination, LEU will purchase EV charging infrastructure from the EVSE contractor.

ATTACHMENT A: Sample City Contract & Insurance Requirements

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 20 , by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and _____(hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with the Scope of Services attached as Exhibit A, and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for _____(hereinafter "Project") as set forth in the Scope of Services attached as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time for Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review

time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on , 20 and terminates upon the completion of the Scope of Services or on , 20 , whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional year extension; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option

under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed year(s).

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Prevailing Wage

The CONTRACTOR agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The CONTRACTOR and any Subcontractor, if applicable, will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

Section 3.3 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.4 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advance and in writing, by CITY.

Section 3.5 (AB 626) Public Contract Code Section 9204 – Public Works Project Contract Dispute Resolution Procedure

Section 9204 of the California Public Contract Code (the "Code") provides a claim resolution process for "Public Works Project" contracts, as defined, which is hereby incorporated by this reference, and summarized in the following:

Definitions:

"Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a contract for a Public Works Project.

(B) Payment of money or damages arising from work done by, or on behalf of, a contractor pursuant to a contract for a Public Works Project and payment for which is not otherwise expressly provided or to which a claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the City.

"Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

Claim Resolution Process:

(1) All Claims must be properly submitted pursuant to the Code and include reasonable documentation supporting the Claim. Upon receipt of a Claim, the City will conduct a reasonable review, and within a period not to exceed 45 days, will provide the claimant a written statement identifying the disputed and undisputed portions of the Claim. The City and contractor may, by mutual agreement, extend the time periods in which to review and respond to a Claim. If the City fails to issue a written statement, paragraph (3) applies.

Any payment due on a portion of the Claim deemed not in dispute by the City will be processed and made within 60 days after the City issues its written statement.

(2) If the claimant disputes the City's response, or if the City fails to respond to a Claim within the time prescribed in the Code, the claimant may demand in writing, by registered mail or certified mail, return receipt requested, an informal conference to meet and confer for settlement of the issues in dispute, which will be conducted within 30 days of receipt.

If the Claim or any portion thereof remains in dispute after the meet and confer conference, the City will provide the claimant a written statement, within 10 business days, identifying the remaining disputed and undisputed portions of the Claim. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement. Any disputed portion of the Claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, as set forth in the Code,

unless mutually waived and agreed, in writing, to proceed directly to a civil action or binding arbitration, as applicable.

(3) A Claim that is not responded to within the time requirements set forth in the Code is deemed rejected in its entirety. A Claim that is denied by reason of such failure does not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by the Code will bear interest at 7 percent per annum.

(5) Subcontractors or lower tier subcontractors that lack legal standing or privity of contract to assert a Claim directly against the City, may request in writing, on their behalf or the behalf of a lower tier subcontractor, that the contractor present a Claim to the City for work performed by the subcontractor or lower tier subcontractor. The request shall be accompanied by reasonable documentation to support the Claim. Within 45 days of receipt of such written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the Claim to the City and, if the original contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

The Claim resolution procedures and timelines set forth in the Code are in addition to any other change order, claim, and dispute resolution procedures and requirements set forth in the City contract documents, to the extent that they are not in conflict with the timeframes and procedures the Code.

Section 3.6 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with

this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any subcontractor on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein. **Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn:

To CONTRACTOR:

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the

services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as “Confidential” or “Proprietary”, except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney’s Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney’s fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

Section 4.22 Counterparts and Electronic Signatures

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:

OLIVIA NASHED
City Clerk

CITY OF LODI, a municipal corporation

APPROVED AS TO FORM:

By: _____
LUCCHESI
City Attorney

By: _____ KATIE O.
Name:
Title:

Attachments:

Exhibit A/B – Scope of Services & Fee Proposal

Exhibit C – Insurance Requirements

Exhibit D – Federal Transit Funding Conditions (if applicable)

Funding Source: _____

(Business Unit & Account No.)

Doc ID:

CA: Rev.04.2025-LT (CA Formatted)

EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Professional Services with Environmental/Cyber Risks

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non- owned autos with limit no less than **$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Contractor's profession, with limit no less than
   $1,000,000 per occurrence or claim.
5. **Pollution Liability**: **$2,000,000** each occurrence
6. **Cyber Liability Insurance**: limits not less than **$1,000,000** per occurrence or claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations

Other Insurance Provisions:

(a) Additional Named Insured Status

The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.

(b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

(d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.

(e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**

(i) Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(j) Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of work.

(l) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

(m) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

ATTACHMENT B: Sample Contract Surety Bond

Labor and Materials

(Project Name) **CONTRACT SURETY BOND**
(Labor and Materials)

Bond No._____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY OF LODI, a municipal corporation, hereinafter designated "Beneficiary", and _____, hereinafter designated "Principal", have entered into a contract for the construction of "_____(Project Name)," (the "Contract") which Contract is on file in the office of the Electric Utility Director of the City of Lodi, reference to which is hereby made, and which is hereby incorporated herein and made a part hereof; and

WHEREAS, said Principal has agreed and is obligated by the terms of said Contract to do and perform certain work and to discharge and perform and carry out certain other obligations in said Contract in accordance with the terms and provisions of said Contract, with the plans and specifications adopted therefor and incorporated therein and now on file with and in the office of the Electric Utility Director of the City of Lodi, and with all applicable ordinances, rules and regulations of the City of Lodi; and

WHEREAS, under the terms of the Contract, and section 9550(a) of the California Civil Code (the "Civil Code"), Principal is required, to file a good and sufficient payment bond with the City of Lodi for labor performed and materials furnished for the aforesaid work and to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code with respect to such work;

NOW THEREFORE, we, said Principal, as Principal, and _____ _____, a corporation, duly organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Lodi and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code , said persons collectively referred to hereinafter as "Beneficiaries", in the sum of _____/100 Dollars ($_____.___) lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and

also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Lodi in enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said Principal or Principal's subcontractors shall fail to pay for any materials or supplies used in, upon, for, or about the performance of the aforesaid work under the aforesaid Contract, or for any work or labor of any kind thereon, or for any sums of money due under the Unemployment Insurance Act of the State of California with respect to such work or labor, or for any sums of money due persons entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code with respect to such materials, supplies, work, or labor, the aforesaid Surety will pay in full the claims of all claimants, the same in an amount not to exceed the sum of this bond specified above, and also in case suit is brought upon this bond, will pay in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Beneficiaries in enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in any judgment therein rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligation on this bond, and it hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the plans and specifications.

Surety, by the execution of this bond, represents and warrants that Surety is an "admitted surety insurer" as defined in California Code of Civil Procedure section 995.120(a), that this bond has been duly executed by said Principal with proper authority, and Surety hereby waives any defense which it might have by reason of any failure of Principal to properly execute this bond.

In the event suit is brought upon this bond and judgment is recovered by Beneficiaries, Principal and Surety, jointly and severally, shall be liable to Beneficiaries for court costs and for reasonable attorney's fees as an additional obligation under this bond.

IN WITNESS WHEREOF, this bond has been executed by the aforesaid Principal and Surety on _____.

SURETY: PRINCIPAL:

_____ _____

NAIC No. _____

By:_____ By: _____

_____ _____

_____ _____

Agent

(CORPORATE SEAL)

_____ _____

Address Address

_____ _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me,
Date

_____,
Here Insert Name, Title of the Officer - e.g., "Jane Doe, Notary Public"

personally appeared

_____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature_____

Faithful Performance

(Project Name)

CONTRACT SURETY BOND
(Faithful Performance)

Bond No._____

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CITY OF LODI, a municipal corporation, hereinafter designated "Beneficiary", and _____, hereinafter designated "Principal", have entered into, each with the other, a contract for the construction of "_____(Project Name)," (the "Contract") which Contract is on file in the office of the Electric Utility Director of the City of Lodi, reference to which is hereby made, and which is hereby incorporated herein and made a part hereof, and

WHEREAS, said Principal has agreed and is obligated by the terms of said Contract to do and perform certain work, guarantee said work for a period of one year, and to discharge and perform and carry out certain other obligations in said Contract in accordance with the terms and provisions of said Contract, with the plans and specifications adopted therefor and incorporated therein and now on file with and in the office of the Electric Utility Director of the City of Lodi and with all applicable ordinances, rules and regulations of the City of Lodi, and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for faithful performance of said Contract,

NOW, THEREFORE, we, said Principal, as Principal, and _____, (a Corporation, company, etc.), duly organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound to said Beneficiary in the sum of _____/100 Dollars ($_____.___), lawful money of the United States of America, to be paid to said Beneficiary, for the payment of which sum well and truly to be made we and each of us bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above-bounden Principal, or Principal's successors or assigns, shall in all things stand to and abide by and well and truly keep and perform each and all of the covenants, terms, conditions and obligations in said Contract on the Principal's part to be kept and performed, and any and all alterations thereof made as therein provided at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall release, defend, hold harmless and indemnify Beneficiary and its officers, employees and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified thereof, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Lodi in enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the plans and specifications accompanying the same shall in anywise affect its obligation on this bond, and it hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the plans and specifications.

Surety, by the execution of this bond, represents and warrants that Surety is an "admitted surety insurer" as defined in California Code of Civil Procedure section 995.120(a), that this bond has been duly executed by said Principal with proper authority, and Surety hereby waives any defense which it might have by reason of any failure of Principal to properly execute this bond.

In the event suit is brought upon this bond and judgment is recovered by Beneficiary, Principal and Surety, jointly and severally, shall be liable to Beneficiary for court costs and for reasonable attorney's fees.

IN WITNESS WHEREOF, this bond has been executed by the aforesaid Principal and Surety on _____.

SURETY:	PRINCIPAL:
_____	_____
NAIC No. _____	
By: _____	By: _____
_____	_____
_____	_____
Agent	
	(CORPORATE SEAL)
_____	_____
Address	Address
_____	_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me,
Date

_____,
Here Insert Name, Title of the Officer - e.g., "Jane Doe, Notary Public"

personally appeared

_____,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature_____

ATTACHMENT C: Local Hire Information Form and Checklist

Project Name:

_____

_____

Contractor Name:

_____

_____
Address

_____

LOCAL HIRE INFORMATION	YES	NO
Contractor agrees to attempt to employ local hire in their workforce and the workforce of their subcontractors.		
Contractor agrees to purchase at least one display ad in a newspaper of general circulation in San Joaquin County announcing job opportunities on the construction project and encouraging local residents to apply.		

Contractor intends to secure his workforce from the following sources (please describe):

_____
_____

_____

_____

Please check all boxes that apply:

☐ Placed a valid job order for existing and projected position vacancies with the local office of the State Employment Development Department, for no less than 10 consecutive calendar days.

☐ Placed a valid job order for existing and projected position vacancies with Worknet of San Joaquin County, for no less than 10 consecutive calendar days.

☐ Advertised existing and projected position vacancies, job informational meetings, job application workshops, and job interviews by posting notices which identify the position(s) to be filled, the qualifications required, and where to obtain additional information about the application process, in conspicuous local authorized public places, including but not limited to post offices and libraries.

☐ Conducted a job informational meeting to inform the community of employment opportunities of the contractor (may be combined with other contractors).

☐ Provided ongoing assistance to residents of Lodi and San Joaquin County in completing job application forms.

☐ Conducted a job application workshop to assist the community in applying and interviewing for jobs in the contracting industry (may be combined with other contractors).

☐ Conducted job interviews within Lodi and San Joaquin County.

☐ Advertised valid existing and projected position vacancies through the local media, such as community television network, local newspapers of general circulation, and trade papers or minority focus newspapers.

☐ Any other means of obtaining employees who reside within Lodi and San Joaquin County that are reasonably calculated to comply with the goals of this policy. Please describe:

_____

_____

Please provide supporting documentation for all boxes checked. Sign and submit form and checklist with your proposal.

I declare the above information is true and accurate and submitted under penalty of perjury.

By my signature below, I acknowledge that I have met the requirements of the City's local Hire Policy.

_____ _____

Owner/Authorized Representative (Signature) Contractor Name

_____ _____

Name and Title (Print)

ATTACHMENT D: Subcontractor List

Name and License No. of Subcontractor	Address	Description of Work
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets if needed.)

The Undersigned is licensed in accordance with the laws of the State of California:

License No. _____ Classification _____

License Expiration Date _____.

Federal Contractor/Employer I.D. No. _____

_____ Dated: _____, 20___
Contractor

_____
Authorized Signature

_____
Name

_____
Title

_____ (Affix corporate seal if Corporation)
TYPE OF ORGANIZATION
Individual, Partnership or Corporation

_____ _____
Address Email Address

_____ (_____)_____
Telephone