

**AMENDMENT NO. 1
TO
CONTRACT MA-080-20010050
FOR
NETWORK ELECTRIC VEHICLE CHARGING STATIONS SERVICE AND MAINTENANCE**

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County”) and ChargePoint, Inc., with a place of business at 240 East Hacienda Avenue, Campbell, CA 95008 (“Contractor”), with County and Contractor sometimes individually referred to as “Party” or collectively referred to as “Parties”.

RECITALS

WHEREAS, County and Contractor entered into Contract MA-080-20010050 for Network Electric Vehicle Charging Stations (EVCS), Service and Maintenance, effective August 27, 2019 through August 26, 2024, in the amount not-to-exceed \$1,368,522; and,

WHEREAS, the Parties now desire to revise the Contract term, remove the maximum number of EVCSs and update the EVCS unit costs; and,

WHEREAS, the Parties now desire to add Article DD; and,

WHEREAS, the Parties now desire to amend Article 21; and,

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Article DD shall be added to read as follows:

DD. **LEVINE ACT REQUIREMENTS:** Contractor agrees to comply with Government Code Section 84308. Contractor further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by Contractor, Contractor’s agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

2. Article 2 shall be amended to read as follows:

The initial term of this Contract shall be effective upon execution of all authorized signatures or upon Board of Supervisors approval, whichever occurs later, and shall be effective for eight (8) years from that date, unless otherwise terminated by County.

3. Article 21 shall be amended to read as follows:

21. **Notices:** Any and all notices, requests, demands, and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties’ project managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate

party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: ChargePoint, Inc.
Attn: Brendan O'Donnell
240 East Hacienda Avenue
Campbell, CA 95008
Phone: 408-841-4500
Email: Brendan.Odonnell@chargepoint.com

County's Project Manager: OC Public Works/Procurement Services
Attn: Stacy Mohler
601 N. Ross St.
Santa Ana, CA 92701
Phone: 714-667-9622
Email: Stacy.Mohler@ocpw.ocgov.com

cc: OC Public Works/Procurement Services
Attn: Richard Nguyen, County DPA
601 N. Ross St.
Santa Ana, CA 92701
Phone: 714-667-9633
Email: Richard.Nguyen@ocpw.ocgov.com

4. Attachment A, Section III, shall be amended to delete any reference to "up to forty-three (43)".
5. Attachment B shall be removed and replaced with the Attachment B as attached hereto.
6. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date following their respective signatures.

CHARGEPOINT, INC.*

<small>DocuSigned by:</small> <i>Henrik Gerdes</i>	Henrik Gerdes	Senior Vice President and Chief Accounting Officer	6/9/2024
<small>0273ECE89F57429...</small>	Name	Title	Date

<small>DocuSigned by:</small> <i>Mansi Khetani</i>	Mansi Khetani	Interim CFO	6/9/2024
<small>0612EB1871E447E...</small>	Name	Title	Date

COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Purchasing Agent	
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Cou DocuSigned by:
 By William Muli
C88031248AC049C...
 Deputy

Date 6/10/2024

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**ATTACHMENT B
CONTRACTOR'S PRICING**

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Network Electric Vehicle Charging Stations (EVCS), Service and Maintenance as set forth in Attachment A, "Scope of Work."

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. **Fees and Charges:** Contract Capacity up to \$1,368,522, which may be expended on the following items, throughout the term of this Contract. County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

A. Costs Table:

Line Item	Product Name	Product Description	Unit Price
1	CT4021-GW1 (Bollard) CT4023-GW1 (Wall)	Dual Output Gateway North America, Bollard or Wall Unit - 208/240V @30A with Cord Management	\$5,408.00
2	CT4011-GW1 (Bollard) CT4013-GW1 (Wall)	Single Output Gateway North America, Bollard/Wall Unit - 208240V @30A with Cord Management	\$5,021.00
3	CPF50-L23-PEDMNT-CMK8-Dual-GW-(NACS)-USA	2x Type 1 (NACS) Output Gateway 208/240V @ 50A, 7m/23', 5.5m/23' Cable Mgt, Pedestal, RFID, Cellular, Vodafone e-SIM, UL, 2 YR Parts Warranty, Includes \$140/year Essential postpaid cloud plan (T&Cs apply). Additional cloud plans available. Station requires a cloud plan to operate.	\$2,985.00

Line Item	Product Name	Product Description	Unit Price
4	CPF50-L18-PEDMNT-CMK6-Dual-GW-(NACS)-USA	2x Type 1 (NACS) Output Gateway 208/240V @ 50A, 5.5m/18', 2.4m/18' Cable Mgt, Pedestal, RFID, Cellular, Vodafone e-SIM, UL, 2 YR Parts Warranty, Includes \$140/year Essential postpaid cloud plan (T&Cs apply). Additional cloud plans available. Station requires a cloud plan to operate.	\$2,263.00
5	CP6021B-50A-L5.5 (Bollard) CP6023B-50A-L5.5 (Wall)	Dual Output Gateway 208/240V @ 50A, 5.5m/18' Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Energy Star, Power Share Jumper, 2 YR Parts Warranty	\$7,650.00
6	CP6011B-50A-L7 (Bollard) CP6013B-50A-L7 (Wall)	Single Output Gateway 208/240V @ 50A, 7m/23' Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Energy Star, Power Share Jumper, 2 YR Parts Warranty	\$6,318.00
7	CP6021B-80A-L5.5 (Bollard) CP6023B-80A-L5.5 (Wall)	Dual Output Gateway 208/240V @ 80A, 5.5m/18' Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Energy Star, Power Share Jumper, 2 YR Parts Warranty	\$9,989.00
8	CP6011B-80A-L7 (Bollard) CP6013B-80A-L7 (Wall)	Single Output Gateway 208/240V @ 80A, 7m/23' Cable, 6' Cable Management Kit, Pedestal Mount, 8" Touch Display, Contactless Credit Card and RFID Reader, Cellular/Wi-Fi, UL, Energy Star, Power Share Jumper, 2 YR Parts Warranty	\$6,784.00

Line Item	Product Name	Product Description	Unit Price
9	CPCLD-COMMERCIAL-5	Prepaid Commercial Cloud Plan subscription with station management features such as: Custom Video uploads and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as energy and power management features which include Power Sharing. Real-time dashboards and reports provided for applicable features. Station Activation purchase required.	\$1,640.00
10	CT4000-ASSURE5	5 prepaid years of ChargePoint Assure. for CT4000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$2,400.00
11	CT4000-ASSURE5	5 prepaid years of ChargePoint Assure. for CT4000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$2,400.00
12	CP6000-ASSURE5	5 prepaid years of ChargePoint Assure. for CP6000 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$1,700.00
13	CPCB-CT4021-GW1-C5A5	5 YEARS OF CHARGEPOINT CLOUD, ASSURE PARTS AND LABOR WARRANTY STATION PROTECTION WITH ACTIVATION INCLUDES A CT4021-GW1 STATION	\$10,270.00

Line Item	Product Name	Product Description	Unit Price
14	CPE250C-625-CCS1-200A-CHD	ChargePoint Express 250 Station (62.5 kW) - includes Express 250 Station, 2x Power Modules, 1x CCS1 200A cable, 1x CHAdEMO cable, North America Modem/SIM, cUL and UL listed, requires CPE250-CMT-IMPERIAL in US, CPE250-CMT-METRIC in Canada. CPE250-CMT-IMPERIAL/METRIC not included.	\$30,430.00
15	CPCLD-ENTERPRISE-DC-5	Enterprise Cloud Plan subscription with advanced station management features such as: Custom Video uploads, and Automatic Software Updates, driver and fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$5,400.00
16	CPE250-ASSURE-5	5 prepaid years of ChargePoint Assure for CPE250 stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$13,650.00
17	CPCLD-FLEETENT-DC-5	Fleet Enterprise Cloud Plan subscription. Includes advanced station management features such as: Automatic Software Updates, fleet management features including: Access Control and Pricing & Automatic Payment Collection, as well as advanced energy and power management features which include: Time of Use Power Sharing and Energy Management APIs. Real-time dashboards and reports provided for applicable features including 15 min meter data readings and associated advanced energy reports.	\$4,275.00

Line Item	Product Name	Product Description	Unit Price
18	CPF-ASSURE5	2 prepaid year of ChargePoint Assure for CPF stations. Includes Parts and Labor Warranty, Remote Technical Support, On-Site Repairs when needed, Unlimited Configuration Changes, and Reporting.	\$280.00
19	CPCB-CP6021B-80A-L5.5-C5A5	5 YEARS OF CHARGEPOINT CLOUD, ASSURE PARTS AND LABOR WARRANTY STATION PROTECTION WITH ACTIVATION INCLUDES A CP6021B-80A-L5.5 STATION	\$14,870.00
20	CPCB-CP6021B-50A-L5.5-C5A5	5 YEARS OF CHARGEPOINT CLOUD, ASSURE PARTS AND LABOR WARRANTY STATION PROTECTION WITH ACTIVATION INCLUDES A CP6021B-50A-L5.5 STATION	\$12,120.00
21	CPCB-EXPP-PL1-200kW-CCS-NACS-Pack-E5A5	EXPRESS PLUS PL1000 PACKAGE WITH 2 NACS CCS PORTS AND 200KW SITE POWER WITH ACTIVATION AND COMMISSIONING AND 5 YEARS OF CLOUD AND ASSURE PARTS AND LABOR WARRANTY	\$155,041.00
22	CPCB-EXPP-PL1-400kW-CCS-NACS-Pack-E5A5	EXPRESS PLUS PL1000 PACKAGE WITH 2 NACS CCS PORTS AND 400KW SITE POWER WITH ACTIVATION AND COMMISSIONING AND 5 YEARS OF CLOUD AND ASSURE PARTS AND LABOR WARRANTY	\$247,378.00
23	CPCB-EXPP-PL1-200kW-CCS-Fleet-Pack-E5A5	EXPRESS PLUS PL1000 PACKAGE WITH 2 CCS CCS PORTS AND 200KW SITE POWER WITH ACTIVATION AND COMMISSIONING AND 5 YEARS OF CLOUD AND ASSURE PARTS AND LABOR WARRANTY	\$161,285.00
23	CPCB-EXPP-PL1-400kW-CCS-Fleet-Pack-E5A5	EXPRESS PLUS PL1000 PACKAGE WITH 2 CCS CCS PORTS AND 400KW SITE POWER WITH ACTIVATION AND COMMISSIONING AND 5 YEARS OF CLOUD AND ASSURE PARTS AND LABOR WARRANTY	\$254,122.00

Line Item	Product Name	Product Description	Unit Price
25	CPCB-EXPP-PL2-400kW-LCC-CCS-Pack-E5A5	EXPRESS PLUS PL2000 PACKAGE WITH 2 CCS LCC PORTS AND 400KW SITE POWER WITH ACTIVATION AND COMMISSIONING AND 5 YEARS OF CLOUD AND ASSURE PARTS AND LABOR WARRANTY	\$250,248.00

B. Additional network EVCS along with their respective cloud network and maintenance plans from the above Costs Table may be purchased against this Contract.

C. **Total Contract amount not-to-exceed \$895,769.08 for the three (3) years, between August 27, 2024 and August 26, 2027, and not-to-exceed \$1,368,522 for the total eight (8) years, between August 27, 2019 and August 26, 2027.**

3. **Discounts and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract. Contractor shall provide the list price and discount price on all invoice(s).
4. **Contractor's Expense:** The Contractor will be responsible for all administrative costs including but not limited to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
5. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the address provided below, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be Net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

6. **Invoicing Instructions:** The Contractor shall submit invoices to County on Contractor's letterhead. Each invoice shall have a unique number and shall include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from (1), above
 - c. Name of County agency/department/contact person
 - d. Delivery/service address
 - e. Contract number
 - f. Service Date
 - g. Description of Services

- h. Detailed description of commodity transition with unit price, discounted price and totals.
- i. Detailed description of total labor hours and charges by employee/location/date/time
- j. Total
- k. Taxpayer ID number

Invoices and supporting documentation are to be forwarded to:

OC Public Works
Attn: Accounts/Payables
PO Box 4048
Santa Ana, CA 92702-4048
Email: accountspayables@ocpw.ocgov.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.