



Item No. 22 Town of Atherton

CITY COUNCIL STAFF REPORT – REGULAR AGENDA

**TO: HONORABLE MAYOR AND CITY COUNCIL
GEORGE RODERICKS, CITY MANAGER**

**FROM: ROBERT BARRON III, FINANCE DIRECTOR
STEVE TYLER, PUBLIC WORKS SUPERINTENDENT**

DATE: SEPTEMBER 20, 2017

**SUBJECT: APPROVE RESOLUTION TO AUTHORIZE A BUDGET AMENDMENT
FOR ELECTRIC VEHICLE CHARGING STATION EQUIPMENT AT
HOLBROOK-PALMER PARK AND TOWN PERMIT CENTER; OR
DIRECT STAFF TO RE-BID THE PROJECT**

RECOMMENDATION

Approve the Resolution to authorize a budget amendment for \$11,896 to come from the unallocated Capital Improvement Fund 401, Unappropriated Reserve, for the two (2) Level-2 Electric Vehicle Charging Stations to be installed at Holbrook-Palmer Park and Town Permit Center; or direct staff to re-bid the project.

BACKGROUND

The Bay Area Air Quality Management District (“District”) released an incentive program called the “Charge! Program” that offers grant funding for the installation of electric vehicle charging stations. The Town of Atherton was awarded a grant in the maximum amount of \$6,000 per station. The total estimated project cost was \$32,594. This included the Town’s costs of at least 25% of total project costs.

ANALYSIS

Staff recommended the installation of the two (2) Level-2 electric vehicle charging stations at Holbrook Palmer Park to include one at the Main House and one at the Pavilion. The Grant Program requires that the Town maintain and operate the charging stations for a minimum of three (3) years. The Town may collect fees from station users, to include any program administrative costs. The stations must dispense an aggregate total of 36 Kwh during the operational period of three (3) years. The Town must submit an annual report to the District.

There was a recommendation to change one of the locations of the EV charging stations as both were to be installed at the Holbrook Palmer Park. A suggestion was to locate one of the charging stations to the Town Administration areas. Staff researched various locations and determined that

an appropriate area will be at the Building Permit Center parking lot. Since there was a potential change in locations of one of the charging stations, this is considered a change in scope of the project.

Staff worked with Bay Area Air Quality Management District (BAAQMD) to update the grant agreement. The BAAQMD was presented with the alternative location of moving one of the charging stations to the Town Permit Center. This change in location was approved by the District with Amendment No. 1. It was signed and entered into June 2017.

The Town conducted an informal bid process for the installation of the charging stations. The results of the initial bid process for the installation of the charging stations was as follows:

Company	Location	Price
BASS Electric	South San Francisco, CA.	\$29,980
ABM	Irvine, CA.	\$39,237
Roesendin Electric	San Jose, CA.	\$39,200

The bid was awarded to BASS Electric at a price of \$29,980. Since Bass Electric was awarded the contract, staff communicated to BASS Electric that there was change in location of one of the EV charging stations. Due to the change in locations, BASS Electric came out to review the location at the Permit Center and provided a proposal on the change in the scope of work. A new revised proposal was recently presented to the Town. This revised proposal includes a change in price due to new location and a recent new labor contract increase with the electrician union in July. The new bid received was for \$44,490 for the two charging stations locations. The new proposal is approximately \$5,300 over the highest original bid provided by ABM.

Based on the estimated project cost \$32,594, the Town had a matching fund requirement of \$20,594 (*at least* 25% of the estimated project cost). The Town continues to meet the matching fund requirements of the project costs.

Options for Consideration

1. Council can accept the revised proposal and approve an amendment to the FY 2017/18 Capital Improvement Budget of \$11,896 to move forward with the project; or
2. Council can direct staff to rebid the project.

FISCAL IMPACT

Actual Town costs are estimated at \$32,940 based on the adjusted bid based on changed scope of work above against a grant allocation of \$12,000. The Town's costs must be *at least* 25% of the total project cost. The Town Budget must reflect the full project cost, inclusive of the grant amount. Staff recommends a budget amendment of an additional \$11,896 for a new proposed base bid of \$44,490. If the Council chooses to rebid the project there could be potential minor increases in costs for the project. There may be some qualifying administrative costs that can be recovered with the difference.

POLICY FOCUS

This is a regional grant that aims to improve air quality and reduce vehicle emissions within the 9-County Bay Area. In being awarded this grant the Town is doing its part in helping to reduce emissions and helps accelerate the deployment of plug-in electric vehicles in the Bay Area. The installation of EV charging stations counts toward the Town's GHG reduction strategy under the Climate Action Plan.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting in print and electronically. Information about the project is also disseminated via the Town's electronic News Flash and Atherton Online. There are approximately 1,200 subscribers to the Town's electronic News Flash publications. Subscribers include residents as well as stakeholders – to include, but be not limited to, media outlets, school districts, Menlo Park Fire District, service providers (water, power, and sewer), and regional elected officials.

ATTACHMENT(S)

- Resolution 17-XX
- BASS Electric Scope Letter

RESOLUTION NO. 17-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF
ATHERTON APPROVING A BUDGET AMENDMENT FOR EV CHARGING
STATION AT HOLBROOK PALMER PARK & TOWN PERMIT CENTER
FOR FY 2017/18**

WHEREAS, the City Council supports the proposal of a budget amendment for purchase and installation of Two EV charging stations at Holbrook-Palmer Park and one at a new location at the Town Permit Center; and

WHEREAS, to account for the change in location of one of the charging stations and scope of work, there is an increase in expenditure budget. A corresponding adjustment in expenditures is necessary in the Capital Improvement fund EV Charging Station account for \$11,896; and

WHEREAS, the Town submitted a grant application to The Bay Area Air Quality District for the installation of two EV charging stations at Holbrook Palmer Park. The Town was awarded a \$12,000 grant with \$20,594 in matching funds; and

WHEREAS, the Town entered into a funding agreement with the Air District that will reimburse the Town for up to \$32,594 on a reimbursement basis to install the charging stations, and entered into Amendment 1 to address scope of work changes to the purchase and installation of the equipment at Holbrook-Palmer Park and Permit Center, an amendment for additional budget expenditures is necessary in the Capital Improvement Fund 401 for \$11,896; and

WHEREAS, there are sufficient funds within the Capital Improvement Fund Unallocated General Fund Reserve to address the budget expenditure increase of \$11,896; and

WHEREAS, in review of the installation of the two EV charging stations, the adjustments are to be made to the Capital Improvement Program in the Capital Improvement Fund 401 as set forth in Exhibit A, attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the Town of Atherton does hereby approve an amendment to the FY 2017-18 Town Budget to enact the changes identified on Exhibit A attached hereto.

PASSED AND ADOPTED at a meeting of the City Council of the Town of Atherton held on the 20th day of September, 2017 by the following vote:

AYES: *Council members:*
NOES: *Council members:*
ABSENT: *Council members:*

Michael Lempres, MAYOR
Town of Atherton

ATTEST:

Theresa N. DellaSanta, City Clerk

APPROVED AS TO FORM:

William Conners, City Attorney

EXHIBIT A

**Town of Atherton
Budget Amendment Request**

Transfer \$11,896 From:

**2017/2018
Un-appropriated Capital Improvement 401 Fund Balance**

To:

2017/18

401-50-56089-000 EV Charging Stations \$11,896

Total Adjustment \$11,896



8/15/2017

Proposal S20170814

To: Steven Tyler
Town of Atherton
91 Ashfield Road
Atherton, CA 94207

Project: EVSEs at Holbrook-Palmer Park and at 91 Ashfield Road

Attn: Steve

We are pleased to provide this proposal for the subject project. Please see the following scope of work and note the inclusions, exclusions and clarifications:

Furnish and install (1) each dual port ChargePoint Networked Charging Station at (2) locations.

At Holbrook-Palmer Park:

1. Furnish and install schedule 40 PVC conduit from nearby service distribution panel to new charger location, ~150 linear feet.
2. Includes trenching and backfill through lawn area.
3. Form and pour 2' x 2' housekeeping pad for charger base.
4. Includes additional Concrete Mount Kit recommended by manufacturer.
5. Furnish and install ChargePoint CT4021-GW1 charging station complete
6. Furnish and install ChargePoint cord retractor.
7. Includes all terminations and testing.
8. Includes technician training required by manufacturer.
9. Includes activation per manufacturer's instructions.

At 91 Ashfield Road:

1. Furnish and install schedule 40 PVC conduit from nearby service distribution panel to new charger location, ~80 linear feet.
2. Includes asphalt saw-cutting and trenching, back fill and concrete patching of trenchline.
3. Form and pour 2' x 2' housekeeping pad for charger base.
4. Includes additional Concrete Mount Kit recommended by manufacturer.
5. Furnish and install ChargePoint CT4021-GW1 charging station complete
6. Furnish and install ChargePoint cord retractor.
7. Includes all terminations and testing.
8. Includes technician training required by manufacturer.
9. Includes activation per manufacturer's instructions.

For both:

1. Includes customer walk-through and training.
2. Includes on-site validation of electrical capacity performed by ChargePoint.
3. Includes station activation and configuration service performed by ChargePoint.
4. Includes 1 year pre-paid commercial network service plan.

Total base bid: \$44,940

390 Swift Avenue #12, South San Francisco, CA 94080 Phone 415.295.1600, Fax 650.869.3509 CA License # 765671 C-10, A

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Exclusions:

1. Engineering services including but not limited to electrical design, engineering, calculations, CAD, BIM, coordination studies and wet-signed submittal drawings.
2. Permit fees, permit applications. Utility, coordination, applications fees and/or encroachment fees.
3. Overtime or premium time.
4. All painting other than factory applied finishes.
5. Bond premiums, add 2% if required.
6. Upgrades to accommodate existing code violations.
7. Off haul of spoils. We will stockpile at a location provided on site for off-haul by others.
8. Concrete cylinder, compression and/or slump testing.
9. Bollards.
10. Striping and signage.
11. Compaction testing.
12. ADA considerations. BASS will install charger at location directed by customer.

Clarifications:

1. All labor required to meet the schedule mutually agreed to by General Contractor and BASS Electric. If the project falls behind schedule due to no fault of BASS Electric and additional labor and/or overtime hours are required, then additional charges may be incurred.
2. Change order work will be priced at NECA end column labor units.
3. This proposal is expressly conditioned upon the price of raw materials remaining at the same level as on the date this proposal is submitted. In the event that the cost of any raw material, which is a component of this proposal, increases, BASS Electric reserves the right to withdraw this proposal, at any time, and/or to resubmit same, without any resulting liability to BASS Electric. No attempted acceptance of this proposal shall be valid or binding until counter-signed by BASS Electric.
4. Pricing is based upon copper commodity pricing as of the close of business today. We have not included any allowance for copper escalation. We reserve the right to modify or withdraw our price in the event of an increase of 5% or more in the price of copper from today's price.
5. This scope letter, in its entirety, is to be included in the subcontract agreement.

We would like to thank you for giving us this opportunity. BASS Electric appreciates your consideration and we look forward to working with you on this project and on future jobs. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Simone Hopkins

Project Manager



Good Energy~ Good Life

390 Swift Ave, Unit #12

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South San Francisco, CA 94080

O: (415) 295-1607

M: (707) 272-2694

F: (650) 869-3509

DEFINITIONS:

You should note the following words have special meaning throughout the Agreement:

1. **"You"** and **"Your"** means "Customer" and all of its internal and external representatives.
2. **"We"**, **"Our"**, **"Ours"** and **"Us"** mean BASS Electric and all of its internal and external representatives.
3. **"Labor"** means our normal workday labor hours (7:00am-3:30pm), overtime labor hours (time-and-one-half), premium labor hours (double-time), travel labor hours and all out-of-pocket travel expenses associated with labor.
4. **"F&I"** stands for Furnish and Install.

OUR RESPONSIBILITIES INCLUDE:

1. Performance of the Scope of Work and rigorously manage the work functions to assure quality delivery in a timely and professional manner.
2. Coordinating with your staff to maximize safety and minimize disruption in your operations.
3. Use only BASS Electric electricians as our crew and perform all work equal to or better than generally accepted trade practices for similar services.
4. When our work is completed we, along with your representative, will jointly conduct a final inspection of our work. If any discrepancies are noted, we will promptly correct them.

TERMS AND CONDITIONS:

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the price guaranteed in this Agreement, you agree to permit us free and timely access to areas, electrical system(s), circuit(s) and/or equipment, and allow us to energize and de-energize the electrical system and/or circuits and to start and stop the equipment as necessary. No equipment will be turned off without your prior approval. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement.

Taxes: You agree to be responsible for all applicable taxes on the services and/or materials provided.

Payment Terms: You agree to promptly pay invoices within Thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, we may stop all work under this Agreement without notice and/or terminate this Agreement. If this happens, the entire Agreement Price (less prior payments) will become due and payable immediately upon demand.

In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Extra Work: Unless otherwise stated elsewhere in this Agreement, this Agreement does not include repairs to the system(s), the provision or installation of components or parts outside the Scope of Work, or service calls requested by you. If requested, these services will be charged for at our rates then in effect.

If you require any alteration to or deviation from this Agreement involving extra work, you agree that the cost of material and/or labor will be an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at our preferred customer rates then in effect) over this Agreement price.

Structures & Buildings: Unless otherwise stated elsewhere in this Agreement, we will not be required to move, replace or alter any part of the building or structures in the performance of this Agreement.

Work Performed by Others: Unless otherwise stated elsewhere in this Agreement, we will not be responsible for work that is performed by anyone other than our representatives. Therefore, you agree to permit only our personnel or agent(s) to perform the work included in the scope of this Agreement. Should anyone other than our representatives perform such work, we may, at our option, terminate this Agreement.

Temporary Power: Unless stated elsewhere in this Agreement, we do not include the provision of temporary power. If requested, these services will be provided and charged to you at the rate then in effect.

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Responsibility for Tools & Equipment: If you request a multi-day power quality monitoring service, we may have to leave materials, tools, instruments, and/or equipment at your premises, and you agree to be responsible for any loss or damage to our materials, tools, instruments, and/or equipment while stored on your premises. You also agree to bear the risk of any loss or damage to the work that has been completed by us.

Incorporated: By accepting this proposal, it is understood and agreed between the parties that the proposal is incorporated in its entirety into any written contract entered into between the parties. In the event of any conflict between the terms and conditions of this proposal and any subsequent contract between the parties, the terms of this proposal shall supersede. No provision in any subsequent contract that voids or waives prior agreements shall apply to this proposal.

Hold Harmless: In the unlikely event that there is a claim, damage, loss or expense that is caused in whole or in part by any active or passive act or omission by you, anyone directly or indirectly employed by you or for anyone for whose act you may be liable including any of your other subcontractors and their employees, then, to the fullest extent permitted by law, you will defend, indemnify and hold harmless our representatives and us from and against these claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of our work under this Agreement.

Hazardous Communications: In order to comply with OSHA Hazard Communication Standard Regulations, you agree to make available to our personnel all pertinent Material Safety Data Sheets (MSDS) if required.

Hazardous Substances: Our obligations under this Agreement do not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, our sole obligation will be to notify you of the existence of such products and materials. We will have the right thereafter to suspend our work until such products or materials and resultant hazards are removed. The time for completion of the work under this Agreement shall be extended to the extent caused by the suspension of work, and the Agreement Price will be equitably adjusted.

Delays Outside Our Control: In the unlikely event that there is a delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes (including those by our representatives), lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, terrorism, or by any cause beyond our control, you agree that we will not be liable for this delay, loss, damage or detention.

Loss of Profits and Consequential Damages: Under no circumstances, whether arising in contract, tort (including negligence), equity or otherwise, will we be responsible for loss of use, loss of profit, increased operating or maintenance expenses, claims of your tenants or clients, or any special, indirect or consequential damages.

Limits of Liability: We guarantee that our performance of services under this Agreement will be in accordance with generally accepted trade practices for similar services. In no event will our liability exceed the total amount of compensation we receive for the services rendered. This guarantee is conditioned upon proper operation and maintenance by you and will not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and will not extend beyond the term of this Agreement.

Dispute Resolution: Should a dispute arise between you and us that remains unresolved, then either party may seek exclusive relief through the procedures of the American Arbitration Association (AAA), Commercial Arbitration and Mediation Center for the Americas (CAMCA), or any equivalent recognized independent arbitrating organization. A single arbitrator shall decide all disputes. The arbitrator shall render a decision no later than nine months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of the dispute. A prevailing party is a party that recovers at least 75% of its total claims or that is required to pay no more than 25% of the claims made against it. We both agree that any action through arbitration against either of us relating to any breach of this Agreement must be commenced within one (1) year from the date of the work.

Warranty: We warrant that our workmanship on all installations and repairs shall be performed in a good and workmanlike manner and that parts repaired or replaced by us will be free from defects in workmanship and material until the end of this Agreement or for 30 days, whichever is earlier. **WE DISCLAIM ALL OTHER WARRANTIES ON THE EQUIPMENT FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Changes: This Agreement shall not be subject to change or modification other than by a writing to which both parties are signatories.

Termination: In the event you terminate this Agreement for any reason other than our breach, you agree to pay BASS all costs for the work performed as of the date of termination plus 15% for overhead and profit.

Purchase Orders: You acknowledge and agree that any purchase order issued by you, in accordance with this Agreement, is intended only to establish payment authority for your internal accounting purposes. No purchase order shall be considered to be a

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counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the purchase order will have any force or effect.

Electrical Distribution System: For the purpose of this Agreement, the electrical distribution system (EDS) is defined as all wiring, cables, bus structure, conductors and components within the Customer's premises used for the distribution of electricity from the point of attachment to the utility to the connection at the line side of any final installed load and includes all of the Customer's switchgear, breakers, disconnects, auto transfer devices, batteries, power conditioners, capacitors, power distribution centers, relays, motor control centers, and motor controllers that are used to distribute power within the Customer's facility, but does not include any rotating electrical equipment. If rotating electrical equipment is included in the Agreement, the scope of this Agreement applies only to the electrical components of such rotating equipment and does not include any prime mover or driven equipment, such as an engine, turbine, compressor, pump or machine.

Severability. Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective, will, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

Subcontractor Listing Information:

1. BASS Electric
390 Swift Ave., Unit 12
South San Francisco, Ca 94080
Office: (415)295-1600

California State Contractor's License: **765671 C-10, A**
San Francisco Business Tax Registration **No. 326727**