

PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of January 13, 2009

ITEM # 17

ITEM TITLE:

Consider Ratification of Agreement for Professional Services with Chevron Energy Solutions Company for Review and Analysis of Various Energy and Sustainability Related Projects District-Wide

SPECIFIC BOARD ACTION REQUESTED:

Ratification is requested for an agreement for Professional Services with Chevron Energy Solutions Company for Review and Analysis of Various Energy and Sustainability Related Projects District-Wide, in the amount of \$127,000.

ITEM SUMMARY:

Services will include a written Phase I ERISA (Energy, Resource, Infrastructure, Sustainability Analysis) Report that will identify and summarize the technical specifications for various projects recommended by the District, such as HVAC balancing, ventilation, and the deployment of new HVAC units District-wide. Chevron will also provide a firm, fixed fee proposal and draft Energy Services Contract to construct the projects identified in the ERISA Report that can achieve the identified Savings Goal and is in accordance with the requirements of California Government Code Section 4217.10 – 18.

Following are the Energy and Sustainability Related Projects under consideration:

ECM #	DESCRIPTION	DEVELOPMENT TIME	ESTIMATED FEE
1	District Office Physical Plant HVAC: Assessment of replacement and firm price quotation.	6 weeks	\$12,000
2	College of Alameda Air School: Assessment for replacement of existing boilers or replacement of existing system with new packaged units, and firm price quotation.	4 weeks	\$7,500
3	Laney College Buildings A, B and E: Evaluation of areas that need AC and firm price quotation. Address specific comfort issues in Bldg. B rooms: B201, B202, B203 and B207.	8 weeks	\$12,500
4	Merritt College Building D: Evaluation of areas that need air conditioning and heating and recommendations of systems.	6 weeks	\$7,500

5	Laney College Swimming Pool: Evaluate and design solar-thermal hot water system including firm price quotation.	16 weeks	\$12,500
6	Develop and design a Delta control DDC system expansion to include zone level control in four campuses and indoor/exterior lighting systems. Includes firm price quotation.	20 weeks	\$17,500
7	Develop Monitoring Based Commissioning (MBCx) program District-Wide. Includes firm price quotation.	26 weeks	\$22,500
8	Evaluate comfort for computer labs in Laney College Building F & G rooms: F251, F252, F253, F254, G201, G202, G203, G204, G205, G271, G271A, G271B, G272, G273, G274 and G275. Recommend solutions to improve comfort and energy efficiency, including firm price quotation.	8 weeks	\$10,000
9	Collaborate with WLC Architects on District-Wide Sustainability Standards and Master Planning Efforts. Attend all required meetings and provide necessary supporting documents.	October 2008 – June 2009	\$25,000
	TOTAL		\$127,000

BACKGROUND/ANALYSIS:

It was necessary to enter into this agreement prior to the January 13 Board meeting so that Chevron could begin their analysis over the winter break. The implementation of these projects is scheduled for spring/summer of 2009, so as to be completed by the commencement of the Fall semester. In order to stay on schedule, the agreement was approved and signed by the Chancellor, permitted under the Chancellor Authorization to Sign (Resolution 99/00-5). Board ratification of the agreement with Chevron Energy Solutions Company, in the amount of \$127,000, is now requested.

ALTERNATIVES/OPTIONS:

Not applicable.

EVALUATION AND RECOMMENDED ACTION:

Ratification is recommended for an agreement for Professional Services with Chevron Energy Solutions Company for Review and Analysis of Various Energy and Sustainability Related Projects District-Wide, in the amount of \$127,000.

SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):

Measure A, as approved by the voters in Peralta's constituency and authorized under Resolution 05/06-45, Exhibit A-1, District-Wide Projects, "Solar energy system installation and the retrofitting of existing energy systems."

OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):

Yes _____ No X

COMMENTS:

No additional comments.

WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING?

Vice Chancellor Ikharo

DID A BOARD STANDING COMMITTEE RECOMMEND THE ITEM? YES _____ NO X

IF "YES", PLEASE INCLUDE THAT INFORMATION IN YOUR SUMMARY.

PLEASE ACQUIRE SIGNATURES IN THIS ORDER:

DOCUMENT PREPARED BY:

Prepared by: Sadiq B. Ikharo Date: 1-7-09
Dr. Sadiq B. Ikharo
Vice Chancellor of General Services

DOCUMENT PRESENTED BY:

Sadiq B. Ikharo Date: 1-7-09
Dr. Sadiq B. Ikharo
Vice Chancellor of General Services

FINANCE DEPARTMENT REVIEW

Finance review required Finance review *not* required

If Finance review is required, determination is: Approved Not Approved

If not approved, please give reason: _____

Signature: Thomas Smith Date: 1/8/09
Thomas Smith
Vice Chancellor for Finance and Administration

GENERAL COUNSEL (Legality and Format/adherence to Education Codes):

Legal review required Legal review *not* required

If Legal review is required, determination is: Approved Not Approved

Signature: Thuy T. Nguyen Date: 1/8/09
Thuy T. Nguyen, General Counsel

CHANCELLOR'S OFFICE APPROVAL

Approved, and Place on Agenda Not Approved, but Place on Agenda

Signature: Elihu Harris Date: 1-8-09
Elihu Harris, Chancellor

PERALTA COMMUNITY COLLEGE DISTRICT

333 EAST EIGHTH STREET
OAKLAND, CA 94606

No. _____

AGREEMENT FOR PROFESSIONAL SERVICES

CONSULTANT:

CHEVRON ENERGY SOLUTIONS COMPANY
345 California Street, 18th Floor
San Francisco, CA 94104

I. SCOPE OF THE SERVICES

The Services to be rendered ("Services") under this Purchase Order ("Order") consist of:

District wide projects with detailed energy, resource, utilities, infrastructure and sustainability analyses of District owned facilities identified on Exhibit "A". "List of District owned facilities to be analyzed (facilities), attached hereto and incorporated herein, and to identify certain measures that are recommended for implementation at these facilities. These services are described in greater detail in Exhibit B, "Scope of Services" which is attached hereto and incorporated herein. Any conflict between the terms outlined in Exhibit B and this contract shall be that the terms of this contract take precedence.

II. COMPENSATION FOR SERVICES

Consultant's total compensation for Services performed under this Order is \$ 127,000.00; to be paid as:

- lump sum with progress payments; with progress billings detailed as per attached proposal detail:
Note, Item 9 is an allowance and will be billed hourly as needed.

III. SCHEDULE OF PERFORMANCE

Consultant shall commence the Services by October 28, 2008 and complete the Services by June 30, 2009. Individual activities as outlined in Exhibit B have contained time lines by items of work

- (1) IMMEDIATELY

IV. TERMS AND CONDITIONS

- (1) Consultant shall perform the Services in accordance with the terms and conditions of this Order, INCLUDING THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE. Consultant has read, negotiated and expressly accepts all terms incorporated herein, including Section 5 relating to indemnity and liability.
- (2) Order number must appear on all invoices and correspondence. Send invoices in duplicate to Peralta Community College District, 333 East Eighth Street, Oakland, CA 94606 immediately upon performance.
- (3) Changes made to printed Terms and Conditions on this Order are null and void unless approved in writing by the District Project Manager and General Counsel.
- (4) Consultant must comply with Appendix A and Chevron's attached Exhibit A & B
- (5) This instrument is void to the extent it requires payment by the District of more than **\$127,000.00**

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PERALTA COMMUNITY COLLEGE DISTRICT

E. M. Harris

Sign here

Date 12-23-08

Elihu M. Harris, Chancellor
Print Name & Title

REQUISITION NO. _____

BUSINESS LICENSE _____

CONSULTANT

CHEVRON ENERGY SOLUTIONS COMPANY,
A DIVISION OF CHEVRON, USA.

A. J. Chang

my

[title] _____ Date _____

DATE _____ BY _____

TAX ID NUMBER _____

Approved as to Form:

By: *[Signature]*

Date: 12/23/08

Office of the General Counsel
Peralta Community College District

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GENERAL TERMS AND CONDITIONS

1. Purchase Order ("Order") Force and Effect. District is not responsible for services rendered without the authority of an Order on this form. This Order shall supercede and control over all inconsistent provisions in any proposal. The provisions of this Order (which may include attachments) constitute the entire agreement between the Consultant and District regarding the work and services described herein. No representation, term or covenant not expressly specified in this Order shall, whether oral or written, be a part of this agreement. No modification of this Order shall be effective unless it is in writing. This Order shall supersede all other prior purchase orders and agreements between Consultant and District with respect to the work and services described herein. This Order may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of District and Consultant. The headings in this Order are for convenience only and do not affect the construction of this Order.
2. Performance of Services/No Assignment. Time is of the essence in the performance of the Services. Consultant represents that it is skilled in the professional discipline necessary to perform the services ("Services") under this Order. Consultant will perform its Services in a skillful manner, comply fully with criteria established by District, and with applicable laws, codes, and all applicable professional standards, including by not limited to, the California Education Code and Title 24. Consultant shall not contract any portion of the Services or otherwise assign this Order without prior written approval of District. (Consultant shall remain responsible for compliance with all terms of this Order, regardless of the terms of any such assignment.) Consultant's authorized representative is the individual signing this Order unless Consultant otherwise informs District in writing. The granting of any payment, and any inspections, reviews, approvals or oral statements by any District representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Order.
3. Records and Payment Requests. Consultant shall submit all billings with all necessary invoices or other appropriate evidence of performance, after which District shall make payment within thirty (30) days. District shall have the right to audit the Consultant's work records. Consultant shall make available to District, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement charged to District, for examination. Consultant shall furnish to District, its authorized agents, officers, or employees, such other evidence or information as District may require with regard to any such expenditure or disbursement charged by Consultant. Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Order, and invoices, payrolls, records and all other data related to matters covered by this Order. Consultant shall permit District to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Order shall have the same rights conferred to District by this section. Such rights shall be specifically enforceable.
4. Independent Contractor. Consultant is an independent Contractor and does not act as District's agent in any capacity, whatsoever. Consultant is not entitled to any benefits that District provides to District employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Order regarding direction apply to and concern the result of the Consultant's provision of Services not the means, methods, or scheduling of the Consultant's work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Order. Consultant shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in this Order as District's responsibility.
5. Indemnity/Liability. To the extent of its proportionate fault and permitted by law, Consultant shall defend, indemnify and save the District, and all of its officers, directors, representatives, agents and employees (together "Indemnitees"), from and against claims and liability resulting from Consultant's negligent performance of this Order. Notwithstanding any provision of this Order, the Indemnitees shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Order or the Services. The Indemnitees's rights and remedies, whether under this Contract or other applicable law, shall be cumulative and not subject to limitation.
6. Conflict of Interest. Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Order. Without limitation, Consultant represents to and agrees with District that Consultant has no present, and will have no future conflict of interest between providing District services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to District, as determined in the reasonable judgment of District.
7. Confidentiality. Subject to the requirements of the Public Records Act, information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Order for District, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify District in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Order. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to District hereunder.
8. Ownership of Results. Any original results of Consultant or its contractors or subconsultants (together, "Subconsultants"), including studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Subconsultants in connection with the Services, shall become the property of District upon payment to consultant.

District shall not, by virtue of the order, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copy rights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the equipment. Consultant shall grant District, a perpetual, irrevocable royalty-free license for any and all software or other intellectual property rights necessary for District to use the material provided under this agreement.

9. Non-Discrimination Policy. Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and District ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by District to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that District has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.
10. Termination and Suspension. District may direct Consultant to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. District may issue such directives without cause. District will issue such directives in writing, and compensate Consultant for its services performed up to the termination plus reasonable profit thereon only in the event District terminates this Order for District's convenience. Consultant may recover no other cost, damage, or expense. Suspension of Services shall be treated as an excusable delay. District may terminate performance of the Services under this Order in whole, or from time to time in part, for default, should Consultant commit a material breach of the Order, or part thereof, and not cure such breach within ten (10) calendar days of the date of District's written notice to Consultant demanding such cure. In the event District terminates the Order for default, Consultant shall be liable to District for all loss, cost, expense, damage and liability resulting from such breach and termination. Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Order. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Order, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof.
11. Force Majeure. Neither party shall be considered to be in default in the performance of any material obligation under this Agreement (other than the obligation to make payments) when a failure of performance shall be due to an event of Force Majeure. The term "Force Majeure" shall mean any cause beyond the control of the affected party and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which it has been unable to overcome. Neither party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period. Either party rendered unable to fulfill any of its obligations under this Agreement by reason of an event of Force Majeure shall give prompt written notice of such fact to the other party.
12. Notices. Any notices hereunder shall be given in writing and shall be delivered by hand or by first class certified U.S. Mail, return receipt requested to the address set forth below, or to such other address as either party may substitute by written notice to the other in the matter contemplated herein, and will be deemed given when delivered, or, if delivery is not accomplished by some fault of the addressee, when tendered.
13. Execution; Venue; Limitations. This Order shall be deemed to have been executed in the City of Oakland, Alameda County, California. Enforcement of this Order shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in this Order, nothing in this Order shall operate to confer rights or benefits on persons or entities not party to this Order. As between the parties to this Order, any applicable statute of limitations for any act or failure to act shall commence to run on the date of District's issuance of the final Certificate for Payment, or termination of this Order, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.
14. Creditworthiness. If, at any time, District's credit rating falls below investment grade as defined by Moody's Investors Services (or other nationally-recognized independent rating agency.) District agrees to provide Consultant with current information regarding its creditworthiness upon the request of the consultant. At its sole option, Consultant may then require District to provide security satisfactory to Consultant, and the work may be withheld until such security is received. If District deposits the contract amount into a three-party escrow account with an escrow agent and agreement acceptable to Consultant, then the terms of this paragraph are not applicable.

Appendix A to Purchase Order for Professional Services Agreement

INSURANCE

- A. Commercial general liability insurance, written on an "occurrence" basis, which shall provide coverage, as broad as ISO from GC 002 (07/98) without endorsement that limit the policy terms with respect to (1) the definition of an Insurance Contract (2) provisions for severability of interest, (3) explosion, collapse, underground hazard, with limits of not less than **\$2,000,000** general aggregate and **\$1,000,000** each occurrence, subject to a deductible of not more than **\$25,000** payable by Consultant.
- B. Business automobile liability insurance with limits not less than **\$1,000,000** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **\$10,000** payable by Consultant.
- C. Workers' Compensation Employers' Liability limits not less than **\$1,000,000** each accident, **\$1,000,000** per disease and **\$1,000,000** aggregate. Consultant's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation. In the event Consultant is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
- D. Professional Liability Insurance with limits not less than **\$1,000,000** each claim and aggregate, all with respect to negligent acts, errors or omissions in connection with services to be provided under this Agreement, and any deductible not to exceed **\$10,000** for each claim, with no exclusion for claims of one insured against another insured and with tail coverage for a period of three (3) years after the completion of the Services.
- E. Insurance policies in Appendix A shall contain an endorsement containing the following terms:
 - 1. PERALTA COMMUNITY COLLEGE DISTRICT and their respective affiliates, directors, officers, officials, partners, representatives, employees, consultants, subconsultants and agents, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.
 - 2. The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
 - 3. Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to District thirty (30) days in advance of the effective date thereof.
 - 4. Insurance shall be primary insurance and no other insurance or self insured retention carried or held by any named or additional insureds other than Consultant shall be called upon to contribute to a loss covered by insurance for the named insured.
- F. Certificates of Insurance and Endorsements shall have clearly typed thereon the title of the Contract, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause E.3 above. In lieu of any insurance required in this Appendix A, consultant may self insure hereunder and use a self administered claims program for this purpose. District may make a claim under this program to the same degree as in a typical additional insured endorsement issued by an insurance company.

Exhibit A

List of CUSTOMER Owned Facilities to Be Analyzed
Included but not limited to:

No.	Facility Name	Address
	District Office complex	333 East 8 th Street, Oakland, CA 94606 501 5 th Avenue, Oakland, CA 94606
	District-Office infrastructure	(same as above)
	Laney College	900 Fallon Street, Oakland, CA 94607
	Laney College infrastructure	(same as above)
	Merritt College	12500 Campus Drive · Oakland, CA 94619
	Merritt College infrastructure	(same as above)
	College of Alameda	555 Ralph Appezato Memorial Parkway, Alameda, California 94501
	College of Alameda infrastructure	(same as above)
	College of Alameda Aviation Maintenance Facility	970 Harbor Bay Parkway, Oakland CA
	College of Alameda Aviation Maintenance Facility infrastructure	(same as above)

Rev. Date: _____

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EXHIBIT B

SCOPE OF SERVICES

A. Overview

CONTRACTOR shall perform an energy survey, review, and energy analysis ("Energy and Sustainability Analysis") of the CUSTOMER owned facilities ("Facilities") identified in Exhibit A. CONTRACTOR shall also provide to the CUSTOMER a written Phase 1 ERISA Report that will identify and summarize the technical and financial feasibility of any projects CONTRACTOR recommends for implementation as the result of its Energy and Sustainability Analysis. Also, if there are any projects identified and recommended in the Phase 1 ERISA Report, CONTRACTOR will provide to the CUSTOMER a draft Energy Services Contract to implement the recommended measures that can achieve the identified savings goal and comply with the requirements of California Government Code Section 4217.10 - .18.

CONTRACTOR shall also compile and/or create digital documentation of existing energy equipment and mechanical/electrical infrastructure. Documentation must include CAD files, an analysis of remaining useful life and expected maintenance costs.

B. Financing for Projects

If the CUSTOMER so elects, CONTRACTOR will use reasonable efforts to facilitate arrangements with a third party financial institution, acceptable to the CUSTOMER, for the CUSTOMER to finance the implementation of the recommended projects. The CUSTOMER will reasonably cooperate with CONTRACTOR and the financial institution in the arrangement of such financing. If the CUSTOMER elects to arrange for the funding of the projects utilizing its own resources, CONTRACTOR will reasonably cooperate with the CUSTOMER in connection with such efforts.

C. Energy and Sustainability-Related Projects (the "Projects")

ECM#	DESCRIPTION	Development Time	Estimated Cost
1	District Office physical plant HVAC: Assessment of replacement and firm price quotation.	6 WEEKS	\$12,500
2	College of Alameda Air School: Assessment for replacement of existing boilers or replacement of existing system with new packaged units, and firm price quotation.	4 WEEKS	\$7,500
3	Laney College Buildings A, B, and E: Evaluation of areas that need AC and firm price quotation. Address specific comfort issues in Building B rooms: B201, B202, B203, and B207.	8 WEEKS	\$12,500
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5	Laney College swimming pool: Evaluate and design solar-thermal hot water system including firm price quotation.	16 WEEKS	\$12,500
6	Develop and design a Delta control DDC system expansion to include zone level control in all four campuses and indoor/exterior lighting systems. Includes firm price quotation.	20 WEEKS	\$17,500
7	Develop Monitoring Based Commissioning (MBCx) program District Wide. Includes firm price quotation.	26 WEEKS	\$22,500
8	Evaluate comfort for computer labs in Laney College Building F & G rooms: F251, F252, F253, F254, G201, G202, G203, G204, G205, G271, G271A, G271B, G272, G273, G274, and G275. Recommend solutions to improve comfort and energy efficiency, including firm price quotation.	8 WEEKS	\$10,000
9	Collaborate with WLC on District-Wide Sustainability Standards and Master-Planning Efforts. Attend all required meetings and provide necessary supporting documents.	October 2008 – June 2009	\$25,000
	TOTAL		\$127,000

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D. Exclusions and Assumptions:

- All work is to be performed during normal business hours, unless otherwise approved.
- All work shall be installed in compliance with all local, state, and federal codes in existence at the time of Agreement execution.
- This proposal is based upon having free and clear access to all work locations.
- Chevron ES has not included the following:
 - a) Any asbestos removal.
 - b) Architectural and or landscaping modification to existing facilities.
 - c) Provisions for pneumatic controls.
 - d) Provisions for overtime labor due to material or equipment delays by others.
 - e) Smoke Damper, or refrigerant monitoring equipment.
 - f) Provisions for painting, patching, ceiling tile replacement, core drilling, or roof penetrations.
 - g) Provisions for work, testing, or inspection outside of the scope of work as listed above.
 - h) Provisions for any underground raceways and trenching.

E. Other Energy and Sustainability Services

- a. Assist the CUSTOMER with identification of current, applicable rebates, incentives, grants, or other monetary incentives that may offset the implementation cost of the projects recommended
- b. Assist the CUSTOMER with identification of a main / alternative fuel supply agreement where applicable.
- c. Collection of documentation of all Lighting, HVAC, controls and Panels/MCCs in electronic format suitable for input to CAD schematic/floor plan documentation and to a CMMS (computerized maintenance management system)

F. Deliverables

1. Phase 1 ERISA REPORT: ENERGY, RESOURCE, INFRASTRUCTURE, SUSTAINABILITY ANALYSIS

The written ERISA Report to be provided to the CUSTOMER will be comprised of the following:

- a. Electronic files for the collection of lighting, HVAC, controls and panels/MCCs showing a description, location and condition assessment with an estimate of remaining useful life.
- b. Identification of energy, resource, operations and maintenance cost savings and project implementation opportunities for specific systems based on assessment data and meeting the requirements set forth in California Government Code Section 4217.10 - .18.;
- c. Identification of CUSTOMER's baseline energy usage for specific systems, with estimates of consumption by system or category, where appropriate;
- d. Delineation of potential net cost benefit to the CUSTOMER that will result from the implementation of measures listed by project. This will also include method of calculation;
- e. Project-by-project scope of work write-ups suitable for inclusion in a subsequent Energy Service Contract for project implementation in compliance with California Government Code Section 4217.10-.18.
- f. An estimated project implementation schedule for the identified energy cost savings measure projects.
- g. Firm fixed costs for the implementation of the identified energy projects.
- h. Identification of current relevant utility and governmental rebates and/or incentives available to the project, as applicable.
- i. Description of the Monitoring & Verification ("M&V") methodology that would be used to assess the energy cost savings performance of the energy cost savings projects measured before and after the energy project implementation.
- j. Documentation of the final cash flow analysis associated with the proposed project implementation package showing the calculation of the net cost benefit energy savings along with all the assumptions made to calculate the net energy savings benefit from the

energy project implementation, and that the recommended projects can achieve the savings goal.

2. FIXED FEE IMPLEMENTATION PROPOSAL

CONTRACTOR shall also provide CUSTOMER with a firm, fixed fee proposal and draft Energy Services Contract to construct the projects identified in the ERISA Report(s) that can achieve the identified Savings Goal and is in accordance with the requirements of California Government Code Section 4217.10 - .18.

The fixed fee proposal shall be submitted with the individual prices shown below:

Deliverable 1

Phase 1 ERISA Report.....\$ 127,000.00