

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH AECOM TECHNICAL SERVICES, INC.
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2020 by and between the City of Santa Rosa, a municipal corporation ("City"), and AECOM Technical Services, Inc. a California Corporation ("Consultant").

RECITALS

- A. City desires to obtain a City Facility Microgrid Study and Energy Audit.
- B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.
- C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.
- D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the services described in Exhibit A ("Scope of Services") Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City

which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of two hundred seventy nine thousand four hundred forty four dollars and no cents (\$254,090.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 17566.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the

limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail,

by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Douglas Williams
Facilities Maintenance and
Operations Coordinator
69 Stony Circle
Santa Rosa Ca 95401
(707) 543-3712

**Consultant Representative: AECOM
Technology Services, Inc.**

Mushtaq Ahmad
Project Manager
2020 L Street, Suite 400
Sacramento, Ca 95811
(415) 828-4486

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than July 30, 2021.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

15. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

___ yes no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and

- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

16. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or

connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing corporation formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

20. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: AECOM Technology Services, Inc.

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

____ Individual/Sole Proprietor

Print Name: Jason Nutt

____ Partnership

X Corporation

Title: Assistant City Manager

____ Limited Liability Company

____ Other (please specify: _____)

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: _____

Office of the City Attorney

Print Name: _____

ATTEST:

Title: _____

By: _____

City Clerk

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

Attachments:

Attachment One - Insurance Requirements

Exhibit A - Scope of Services

Exhibit B - Compensation Schedule

7. SCOPE OF SERVICES

Our streamlined and focused approach to deliver actionable recommendations to the City of Santa Rosa is based on our vast experience of designing and implementing projects as an engineering, design, and construction company focused on reducing GHG emissions and improving operational resiliency of local, state, and federal governments.



Facility Inspection and Evaluation

Facility evaluation through an ASHRAE Level 2 audit provides sufficient detail to justify project implementation. A successful site evaluation and study requires significant investment of time and effort by both the City and AECOM; therefore, it is imperative that all parties agree on the project approach and direction. Consensus will be achieved through a well-organized and focused kick-off meeting with all key project stakeholders to discuss:

- The City’s project goals, objectives, and expectations
- Economical constraints that create boundaries for the types of energy efficiency measures (EEM) that can be developed within the project
- City “wish list” items or EEMs
- Facilities or equipment of major concern to the City
- Utility analysis and benchmarking process findings
- Overall plan to execute the site assessments

For this particular scope, the already completed assessment will also be useful in determining the condition of the facilities and the potential opportunities. By discussing the items listed above, site walks can be collaboratively planned to maximize the amount of time spent at facilities that have high EEM potential and minimize the time and resources of the City’s personnel.

AECOM will inspect and evaluate each of the 47 sites identified in Attachment A. Prior to the site investigations a utility analysis and benchmarking exercise will be performed to understand the City’s energy expenditure and what facilities present the greatest opportunity for EEM development. This information will also be used to effectively plan the field audits.

Utility Analysis

Understanding the City’s energy expenditure is important in prioritizing project development efforts and structuring the facility inspection and site evaluations. It is critical to first analyze the existing utility usage and associated costs for each of the City facilities included in the scope of services in order to plan and coordinate an effective and efficient project.

The utility analysis evaluates usages, costs and rate tariffs for all applicable energy sources (e.g., electricity, natural gas, fuel oil) and commodities (e.g., water, sewer) purchased from a utility provider over a 36-month period in order to determine which energy or commodity provides the highest potential for savings and to identify any energy anomalies over the analyzed time period.

Benchmarking

Benchmarking is the process of measuring a facility’s energy performance by comparing it to the energy usage of other buildings of similar characteristics. The comparison is performed using data from a reputable source such as the US Energy Information Administration’s (EIA) Commercial Building Energy Consumption Survey (CBECS). The goal of the benchmarking process is to identify facilities that have high energy-use intensities (EUI) which is an indication of poor energy performance. Facilities that have a high EUI present the greatest opportunity for energy conservation and will be a focal point in planning the ASHRAE Level 2 audits.

Site Investigation

The goal of the site investigation is to identify the types of equipment employed (e.g., air handling units, boilers, chillers, lighting, water, compressed air), the condition and efficiency of the equipment, and how the equipment is being controlled by physically inspecting and documenting all critical equipment at the facility and interviewing facility personnel to gain insight on typical equipment operation. Interviews with facility personnel are an important step in the process as they often provide additional insight into operational issues that can be corrected as part of an EEM. The EEMs at a facility are developed by understanding how the efficiencies and operation of the equipment is contributing to the energy consumption at a facility and how they can be improved upon.

Prior to the completion of the site walks, an out-brief meeting will be conducted with the client to discuss the identified EEMs. At this time, all EEMs are considered a viable option and a collaborative discussion with the City is encouraged to validate what EEMs should be further investigated. The goal of this out-brief meeting is to determine a definitive list of EEMs in which both the City and AECOM agree are worth the time and resource investment for further development.

The Facility Inspection and Evaluation data will become the basis of analysis and recommendation part of the ASHRAE Level 2 audit as elaborated below.

Assumptions

- Utility information will be provided in a timely manner in electronic format to support Facility Inspection and Evaluation planning efforts.
- COVID-19 restrictions and safety protocols will not be elevated in the near future as it pertains to obtaining access to the 47 facilities.



Microgrid Technology Recommendations

AECOM will conduct a feasibility study and make recommendations for microgrid technologies at City facilities at the following locations:

1. Municipal Service Center North, Municipal Service Center South, Transit Operations Building, Finley Community Center, and The Fire Training Center
2. City Hall Complex, City Hall Annex, Chamber Building, and the Public Safety Building

AECOM's recommendations will include analysis of both conventional and renewable energy sources, and a cost analysis of the project. All microgrid feasibility studies undertaken by AECOM follow the framework and structure of the workflow elaborated below. This workflow is then modified as needed based on the requirements of the particular scope and needs of the client.

Project Objectives. If not established yet, AECOM will work with the City to define project objectives that are measurable, achievable, and aligned with the City's business priorities and service obligations to its clients. These objectives can then be easily communicated to external stakeholders and partners. We will work with the City's Transportation and Public Works Department and any stakeholders to clearly define objectives and deliverables required to achieve those objectives. Considerations will include technical and engineering requirements, regulatory constraints and opportunities, and development plans and projections.

Project Plan. AECOM will prepare a project plan to enable discussions with stakeholders to secure their agreement on the need and extent of the project. The project plan will include definitive deliverables from the process, an outline of milestones, and a timeframe. This plan will be built upon the preliminary workplan and schedule presented in this response. This will be essential to binding the scope of the effort and align expectations of stakeholders.

Stakeholder Workshops. The first stakeholder workshop will be scheduled after development of the project plan to align expectations. This workshop will be used to discuss opportunities such as demand response, load shifting, system resiliency, and net-zero design when applicable. A

follow up technology workshop will also be conducted. The City will provide insights about its challenges and opportunities within the existing system. City-provided technical information such as single-line, three-line, schematics, equipment list, and load profile will be provided to facilitate the discussion. AECOM will facilitate discussions to project future demand requirements, define system operating strategies, and outline technical contingencies.

The technical workshop will produce a list of possible technologies and strategies to be evaluated during the feasibility analysis. Revision of technical key performance indicators (KPI) will be needed based on the information collected in the technical workshop. AECOM will present arguments to justify why some of the metrics should be adjusted based on discussions during the technical meeting. For instance, available real state might constrain implementation of renewables, hence the project target for renewable energy share might be revised. The energy impacts and implementation cost for each technology/strategy will be drawn from AECOM's experience, available case studies, and/or modeling. For each selected technology, AECOM has an extensive database of costs for implemented energy projects, as well as parametric cost estimating software that can be used to estimate costs for new/emerging technologies.

Development of Performance Metrics. Prior to the economic dispatch studies, AECOM will work with the City's team to clearly define financial/economic performance metrics. A credible process to identify, refine, and ultimately select those metrics is critical to successful project implementation. These metrics might include project discount rate, internal rate of return (IRR), project lifetime, inflation index for labor and material, projection of utility energy tariff, project financing structure, use of funds, and grants, among others. The financial metrics development process creates an opportunity to clearly define parameters to evaluate the different options of energy mix, track risk, and allocate tangible cost benefits.

Effective metrics can also be used to select the appropriate economic actions that will be most beneficial to the project. Those defined economic parameters will help AECOM evaluate different strategies or approaches to the implementation of the overall project. For instance, an oversized energy storage system helps maximize federal investment tax credits (ITC) and offers a certain degree of contingency, while a battery storage augmentation strategy offers cost advantages considering the declining cost trend of the technology. Financial metrics will help choose the best approach.

Site Visits. For the microgrid feasibility part of the scope, the site visits to the two microgrid clusters would include:

- Identify and document rooftops and parking lots for optimum solar PV deployment.
- Data collection on facility information, electrical infrastructure, and determine point(s) of interconnection

- Inspection of the building and roofing structures for the structural feasibility.
- Determination of any planned energy reduction measures. If this site visit is part of the facility inspection conducted for the ASHRAE Level 2 audits, information collected will be used for both parts of the scope.
- Electrical, mechanical, geotechnical, and structural data collection and analysis based on as-built drawings provided by the City.

Economic Dispatch Study. After the site visit, the economic dispatch study will evaluate the viability and benefits from implementation of the microgrid system. The study will determine the mix of energy resources required to meet the load demand, at the lowest possible cost, considering operational, safety, and contingency constraints. The following tasks will be performed:

- Analysis of the City's current electric and thermal load profile and plan for future growth
- Investigation of local market opportunities and utility tariff structure
- Evaluation of dispatch capability of existing generation assets
- Evaluate interaction with the local Sonoma Clean Power
- Identification of key performance indicators such as net present value (NPV), IRR, levelized cost of energy (LCOE), renewable penetration index, and reduction of greenhouse gas emission
- Cost benefit analysis of optimum microgrid and alternate systems

AECOM will provide a cost benefit analysis for all suitable configurations of microgrids to meet the City's goal. At this point, the City will have all information necessary to make a final decision prior to project implementation phase.

Assumptions

- The City will provide a list of information required at the start of the project as follows:
 - As-built information/drawings
 - Utility bills and 8760 electronic usage
 - Existing equipment cut sheets, etc.
- 15-minute electrical interval data is available from the City's electrical utility provider electronically.
- Project update will be via conference calls and emails and limited to one per month.
- The City to enable access to facilities and provide escort resources for AECOM throughout the project.
- AECOM will have access to the electrical load studies conducted for Public Safety Building, Municipal Service Center North, and Person Senior Wing at the Finley Community Center.



ASHRAE Level 2 Audit – Energy Survey and Analysis

The ASHRAE Level 2 audits involve a systematic approach to identify how energy is being used and how commodities are being consumed at a facility level. This effort will provide sufficient detail to justify project implementation. Tasks completed during the Facility Inspection and Evaluation phase will become the basis of the analysis completed in this phase. This involved process identifies viable EEMs and potential capital improvement projects that may be needed by preparing:

- Building energy end use analysis
- Detailed scopes of work for each EEM
- Individual EEM savings and cost analysis
- Utility incentive estimates

During this phase, the feasibility study associated with distributed generation and installation of renewable energy sources will also be finalized. This will evaluate the viability and benefits of implementing a distributed energy system and the tasks completed during this phase are similar to the ones presented under Economic Dispatch Study in the previous section. The goal of the study will be to determine the mix of energy resources necessary to meet the load demand, at the lowest possible cost, considering operational, safety and contingency constraints. Analysis of customer load or demand is key to optimizing a microgrid system. We have developed a series of simulation and analysis tools that have proved crucial in the process of creating and analyzing load profile and implementing strategies for demand reduction and energy savings.

The EEM development involves quantifying energy savings and implementation costs and identifying the appropriate measurement and verification (M&V) strategies for the EEMs identified during the site walks and validated by the client during the out-brief meeting. During this phase, it is important to identify the "savings drivers" applicable to the project. "Savings drivers" are EEMs that have significant energy and operational cost savings and low implementation costs, resulting in a short overall payback. These no-cost/low-cost energy measures provide economic support within a comprehensive solution to include capital intensive measures that otherwise would not be cost effective to implement as stand-alone project.

A higher level of focus will be placed on these short payback EEMs along with any goal oriented EEMs identified by the client so that the savings and implementation costs presented are an accurate representation of what should be pursued for an ASHRAE Level 3 study. A greater emphasis will be placed on the savings analysis and cost estimates for these measures in the form of developing detailed analysis or 3D energy simulation models (see below) and preliminary scope of work documents in order to accurately identify key parameters, variables, and obstacles that will need to be

accounted for. Less emphasis will be placed on EEMs of minor economic or operational value to the project and City respectively in the form of rule-of-thumb savings estimates and rough order magnitude costing to reduce development costs.

M&V methods for the EEMs will be identified for each EEM to facilitate early discussions of how M&V activities can be carried out during a future ASHRAE Level 3 study. The M&V plan will be developed following the procedures and protocols outlined in the U.S Department of Energy's Federal Energy Management Program (FEMP) publication M&V Guidelines: Measurement and Verification for the Performance-Based Contracts Version 4.0 and the Efficiency Valuation Organization's (EVO) published 2012 International Measurement and Verification Protocol. These documents set forth concepts and methods for determining and reporting energy, water, and O&M savings for performance-based energy projects. The protocols identify four general approaches to verifying energy savings: Options A, B, C, and D. The choice of the appropriate methodology to use for a specific EEM or group of EEMs is based on many considerations including the complexity of the EEM, available data in the baseline period, the amount of the energy savings expected for the EEM, the level of EEM interaction with other proposed EEMs and the cost of M&V requirements.

Assumptions

- AECOM will have access to all critical equipment to collect the necessary information required for analysis.
- The City will provide escort resources as needed to facilitate detailed site surveys and facilitate communications between AECOM and facilities personnel that are knowledgeable about the City's energy consuming systems.
- AECOM will have access to operation and maintenance costs applicable to systems included in the ASHRAE Level 2 EEMs.
- The City does not have a Building Management System or Energy Management and Control System in which equipment trend data can be obtained.



Renewable Energy and Storage Recommendations

AECOM has the experience in providing services in the development and implementation of large multi-site PV programs and BESS for public agencies and developers. We analyze hourly electrical usage versus solar PV energy production for the behind-the-meter (BTM) options as well as optimization of land use for open space PV. Once the sites have been vetted and preliminary developed through our desktop analysis as indicated in our workplan, AECOM will conduct site visits to finalize the site analysis process. We will also look at ownership options should the City decide to own and operate, procure through a PPA provider, lease the land to a developer, or a combination.

AECOM recommends the following process to develop and initiate the projects:

- Initial kick-off meeting to discuss the sites, any constraints, and data needs
- Data collection, due diligence, and analysis of the sites
- Follow-up meeting to present findings and draft of potential sites
- Site visits
- Develop and finalize preliminary layouts of the PV and BESS
- Evaluate options for the sites (BTM, PPA, lease, or combination)

Initial Kick-off Teleconference Meeting

AECOM will lead a kickoff meeting with City personnel to review the project development plan and schedule:

- Discuss project goals, scope, process, and schedule
- Discuss expectations, needs, and preferences as well as any issues and constraints
- Discuss data requests
- Collect and start the desktop review of the sites and the utility data

Desktop Due Diligence and Site Analysis

AECOM will research and provide environmental and conditions of approval desktop assessment based on the following City-provided and accessible public:

- Critical area commissions
- Applicable City and County databases
- Google search
- City Council records, hearings, and resolutions
- Planning and zoning and building departments

AECOM will analyze the City-provided utility 15-minute interval data for existing meters at the sites for the BTM option. Based on the usage profile for each site, AECOM will calculate and determine the maximum solar and BESS system sizing using a 70% rule. AECOM will also account for any energy saving measures to be implemented in the near future that may reduce the current energy consumption. AECOM will determine the solar array and BESS sizing to pre-determine the possible points of interconnection. A baseline energy production and storage analysis will be performed to determine the PV system energy production and BESS size.

Follow-up Meeting with the City

AECOM will present the findings of this effort in a draft to the City for review. Based on the findings, the City may desire to focus on the site visit efforts on select sites.

Site Visits

After the desktop due diligence, AECOM will perform site visits to collect facility information, electrical infrastructure, and determine points of interconnection for the refined

sites. Through coordination with the City, AECOM will survey the sites to gather information to verify the sites, which includes the condition of the proposed solar area, any underground or aboveground utilities, trees and other shading issues, the potential underground conduit run from the solar array to the point of interconnection. AECOM will also evaluate the condition of the electrical infrastructure and method of interconnection. AECOM will survey sites in conjunction with the energy efficiency site visits to maximize and efficiently collect the necessary data.

Preliminary Site Layout

AECOM will prepare a preliminary solar array and BESS layout for each site. The packages will define the system sizing and available area for each site and will include preliminary system layouts over Google backgrounds (or CAD backgrounds, if available). The intent of the system layouts is to provide clear guidance of where the City desires to have the PV and BESS systems installed. It also determines what the actual offset of annual energy usage is so as to not oversize the PV or BESS system. The system layouts will identify any potential constraints such as shading from trees, other structures, or utilities. The layouts will also identify potential staging and laydown areas that should be considered for construction.

Site Evaluation

AECOM will evaluate the sites and rank them in terms of energy yield, ease of connection, development and construction costs, potential energy savings, and overall benefit to the City. These findings will be included in the report and presentation to the City.



Report and Presentation

The final deliverable for this project will be depend on how the City defines the final scope, i.e., whether the project will encompass both microgrid feasibility studies as well as energy efficiency and renewable energy audit results or if the City will just award the microgrid feasibility scope. Assuming that the awarded scope is comprehensive, and it includes are all the scope elements laid out in Section IV of the RFP, AECOM's deliverable would include the following information:

- **Executive Summary** – Provides an overview of the project's scope of work, financials, and next steps.
- **Approach to the Scope** – Provides a detailed description of the process, including key steps, personnel involved, site visit details, analysis techniques, and assumptions.
- **Project Overview** – Provides a detailed overview of the existing buildings/systems included in the scope.
- **Utility Analysis/Benchmarking** – Documentation and results from the utility bill analysis and benchmarking completed during the facility inspection and evaluation phase. This will also include the site analysis completed for renewable energy opportunities and analysis of City's electrical and thermal load profiles.

Economic Dispatch Study – Detailed analysis, assumptions and methodology utilized in completing these studies for the two microgrid sites as described in earlier sections.

- **Energy Efficiency Opportunities** – Detailed discussion of each EEM, including existing conditions, proposed solutions, expected ECM/WEM benefits, GHG reduction, and EEM savings and project implementation costs. Data to support the recommendations and conclusions for each EEM will be provided in sufficient detail to enable the City to make an independent evaluation of each EEM. All associated calculations and energy models will be submitted as supporting documentation.
- **Financial Analysis** – A detailed analysis which includes costs associated with the installation of energy efficiency measures, renewables, battery storage and the deployment of two microgrids along with financial parameters such simple payback and ROI to support the financial viability of this project. AECOM will also include the financial outlay and costs associated with any infrastructure upgrades needed for existing facilities to accommodate the microgrid recommendations. A discussion on the available rebates/incentives from local utilities and state will also be included.
- **Measurement and Verification Plan** – M&V plan for each recommended EEM (as required by the client).
- **Conclusions/Recommendations** – This section will summarize AECOM's recommendations for the microgrids, energy efficiency measures and renewable assets deployments along with recommendations on best practices for the different end-uses which are part of this scope as requested by the City.

A draft of this report will be submitted to the City for review and approval. Once approved, we will create a final slide deck based on this report which will then may be presented to the City Council as needed.

PSA - Exhibit B

City of Santa Rosa, California

Request for Proposals 20-81 to Provide an Energy Audit and Renewable Energy and Storage Recommendations

Table 2. Microgrid Feasibility Study 1 - Municipal Service Center North, Municipal Service Center South, Transit Operations Building, Finley Community Center, and The Fire Training Center

Task No	Task Description	Level of Effort										Travel/ODCs (\$)	Labor (\$)	Subtotal (\$)		
		Project Principal	Project Manager	Technical Lead	Technical Lead	Technical Lead	Technical Lead	Technical Lead	Engineer	Technical Lead	Engineer					
1	Site Audit	Hazen Burford \$250.00	Mushtaq Ahmad \$190.00	Iamar Lopez \$250.00	Nazar Al-Hayat \$180.00	Andrew Agepian \$250.00	Marshall Noble \$155.00	Sam Monger \$120.00								
2	Renewable Resource Potential			8	12											
3	Energy Storage Potential			8												
4	Analysis of Site Data			12	24											
5	Modelling and Analysis of Energy Demands			4	12											
6	Financial Analysis of Baseline and Microgrid Benefits			4												
7	Analysis of Reduction of Carbon Footprint			4												
8	City Interim Review		4	4	4	12										
9	Draft Progress Report		2	8	16	12										
10	Final Report		2	4	4	12										
	Total Hours	0	8	44	78	48	8	18								
	Task Subtotal	\$ 0.00	\$ 1,520.00	\$ 11,000.00	\$ 13,850.00	\$ 12,000.00	\$ 1,240.00	\$ 2,160.00	\$ 400	\$ 41,600	\$ 42,000					
	Total (\$)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Table 3. Microgrid Feasibility Study 2 - City Hall Complex, City Hall Annex, Chamber Building, and the Public Safety Building

Task No	Task Description	Level of Effort										Travel/ODCs	Labor	Subtotal		
		Project Principal	Project Manager	Technical Lead	Technical Lead	Technical Lead	Technical Lead	Technical Lead	Engineer							
		Hezen Burford \$250.00	Muhammad Ahmad \$190.00	Iamar Lopes \$250.00	Nazar Al-Khayat \$180.00	Andrew Agopian \$250.00	Marshall Noble \$155.00	Sam Monger \$120.00								
1	Site Audit				8									\$ 250	\$ 1,440	\$ 1,690
2	Renewable Resource Potential					12									\$ 3,000	\$ 3,000
3	Energy Storage Potential														\$ 2,000	\$ 2,000
4	Analysis of Site Data				8										\$ 2,880	\$ 2,880
5	Modelling and Analysis of Energy Demands				24										\$ 7,320	\$ 7,320
6	Financial Analysis of Baseline and Microgrid Benefits			4	12									\$ 150	\$ 3,160	\$ 3,310
7	Analysis of Reduction of Carbon Footprint			4											\$ 1,000	\$ 1,000
8	City Interim Review		4	2	6	12						6			\$ 6,060	\$ 6,060
9	Draft Progress Report		2	6	18	12						6			\$ 8,840	\$ 8,840
10	Final Report		2	4	4	12						6			\$ 5,820	\$ 5,820
	Total Hours	0	8	40	80	48					18					
	Task Subtotal	\$ 0.00	\$ 1,520.00	\$ 10,050.00	\$ 14,400.00	\$ 12,000.00	\$ 1,240.00	\$ 2,160.00	\$ 400.00	\$ 41,320	\$ 41,720					
	Total (\$)															\$ 41,720

Request for Proposals 20-81 to Provide an Energy Audit and Renewable Energy and Storage Recommendations

Table 4. Energy Efficiency Audits, Renewable Energy and Battery Storage Recommendations

Task No.	Task Description	Level of Effort										Travel/ODCs	Labor	Subtotal	
		Project Principal	Project Manager	Project Advisor	Technical Lead	Engineer	Technical Lead	Engineer	Technical Lead	Technical Lead	Technical Lead				
		Hazen Burford	Mushiaq Ahmad	Mitch Anderson	Marshall Noble	Mekennan Bertisch	Andrew Agopian	Sam Mevgor	Itamar Lopes	Nazar Alkhatayaf					
1	Site Walk Through	\$250.00	\$190.00	\$175.00	\$155.00	\$135.00	\$250.00	\$120.00	\$250.00	\$180.00		\$ 6,250	\$ 29,400	\$ 35,650	
2	Data Processing / Desktop Due Diligence			40	40	40	8	64					\$ 15,080	\$ 15,080	
3	Utility Bill Analysis				40	40	4	40					\$ 11,200	\$ 11,200	
4	Energy Storage Potential for Facilities in Attachment A (Other Than Microgrid)								8	40			\$ 8,200	\$ 9,200	
5	Energy Storage Potential for Facilities in Attachment B								8	40			\$ 8,200	\$ 9,200	
6	Energy and Cost Savings Calculations				40	30	4	24					\$ 20,880	\$ 20,880	
7	Cost and Financial Analysis		12	40	24		8	16					\$ 16,920	\$ 16,920	
8	Report	8	16	16	40		8	16					\$ 17,960	\$ 17,960	
9	Review	8	8	16	16		8						\$ 10,800	\$ 10,800	
10	QA/QC	8	8	16	24								\$ 10,040	\$ 10,040	
11	Final Report		4	16	24	24	4	16					\$ 13,440	\$ 13,440	
	Total Hours	24	48	144	208	304	44	176	16	80			\$ 184,120	\$ 170,370	
	Task Subtotal	\$ 6,000.00	\$ 9,120.00	\$ 25,200	\$ 32,240	\$ 11,000.00	\$ 14,400.00	\$ 21,120.00	\$ 4,000.00	\$ 14,400.00	\$ 14,400.00	\$ 6,250	\$ 184,120	\$ 170,370	
	Total (\$)													\$ 170,370	

**PSA - ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
LICENSE AGREEMENTS**

A. Insurance Policies: Licensee shall, at all times during the term of this License, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Licensee has no owned autos, then hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Licensee, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the entity in accordance with the policy provisions.
2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Licensee's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Licensee's insurance and shall not contribute with it; and,

- b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Licensee'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 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Licensee shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the License. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this License shall prohibit Licensee from waiving any right of recovery prior to loss. Licensee hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Licensee and available or applicable to this License are intended to apply to the full extent of the policies. Nothing contained in this License limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Licensee or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Licensee may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this License is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.