



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: March 13, 2012

TO: Mayor and Councilmembers

FROM: Facilities Division, Public Works Department

SUBJECT: Sole Source Purchase Order For Enterprise Energy Management Information System

RECOMMENDATION: That Council:

- A. Authorize the receipt of the Southern California Edison Flight 5.6 Award of \$360,000;
- B. Increase appropriations and estimated revenues in the Intra-City Services Fund by \$360,000, to be used for the procurement and implementation of an Enterprise Energy Management Information System; and
- C. Approve and authorize the General Services Manager to issue a Purchase Order to McKinstry Essention, Inc., pursuant to Santa Barbara Municipal Code section 4.52.070(L), for \$340,500 for the purchase of the Enterprise Energy Management Information System.

DISCUSSION:

Following Decision 09-09-047, the California Public Utilities Commission (CPUC) authorized Southern California Edison (SCE) to conduct strategic plan activities centered on energy efficiency and addressing the "Big, Bold" strategies and related local government goals found in the CPUC's California's Long-Term Energy Efficiency Strategic Plan (CEESP). Based on this authorization, SCE conducted a solicitation for proposals for projects supporting the CEESP, titled Flight 5.6.

As a result of this solicitation, SCE awarded the City \$360,000 to fund the Energy Management System Activity ("Activity"), one of the City's CEESP Strategic Plan Strategies. This Activity will allow the City to purchase an Enterprise Energy Management Information System (EEMIS) that will give access to facility energy consumption, archive billing data, and reports to analyze energy demand and usage.

The many benefits of an EEMIS include bill analysis, energy use analysis, electricity rate analysis, demand point management, greenhouse gas reporting, and energy efficiency and conservation opportunity identification. By creating a database of facility and energy data, the City will be able to identify the best and worst performing sites and

will be able to prioritize energy management activities. The collection of real-time interval data from large electricity accounts will allow the City to better manage daily energy demand and usage. It will also enable the City to identify cost savings measures that will allow shifting power usage to non-peak hours.

Other cities in the SCE service territory have been awarded funds for the same activity. The City of Huntington Beach conducted an extensive and thorough study comparing many of the energy management systems available and resulting in the Assessment and Planning Report for Utility Manager System Implementation. The study found that McKinstry Essention, Inc.'s ("McKinstry") system allows for the greatest amount of customization to Huntington Beach's energy activities, resulting in the most robust energy management capabilities and was most closely aligned with the Huntington Beach's desired scope. Furthermore, McKinstry's system does not require any additional hardware, such as servers, or the complete shutdown of City facilities in order to install. City Staff would like to use the findings of the Huntington Beach study in order to sole source the McKinstry EEMIS. The Cities of Costa Mesa, Fountain Valley, Huntington Beach, Newport Beach and Westminster, as well as Los Angeles County have all selected the McKinstry EEMIS through same or similar studies.

Municipal Code, Section 4.52.070 (L), authorizes Council to purchase supplies, equipment, and services without complying with the formal bid procedure when, in the opinion of Council, it is in the best interest of the City. Based on the analysis described above, it is in the best interest of the City to waive formal bid procedure and award the contract to McKinstry.

Staff has negotiated an acceptable proposal with McKinstry to perform certain contract services. The SCE award described above provides sufficient funds to cover the cost of these services for the next five years.

ESTIMATED TOTAL PHASE I PROJECT COST

Software License (one-time fee)	\$25,000
Software support, upgrades, maintenance (5 year term)	\$25,000
Software configuration and training	\$80,000
Software hosting (5 year term)	\$85,500
Site survey, meter/device installation (25 meters)	\$125,000
Administration/Project Management (by City Staff)	\$19,500
TOTAL PROJECT COST	\$360,000

BUDGET/FINANCIAL INFORMATION:

The SCE Flight 5.6 Award, 511-4511-53210-007881, provides enough funds to cover the cost of procuring and implementing the system.

SUSTAINABILITY IMPACT:

The EEMIS will enable the City to forecast energy usage on a day-ahead basis and execute load control commands to help the City reach its demand-reduction goals in response to California grid conditions, as indicated by the California Independent System Operator. The City may achieve additional permanent load reductions using the analytic capabilities of EEMIS to identify inefficient end uses and prioritize energy conservation measures related to plug load, mechanical, and lighting systems.

By reducing peak demand of electricity, the City will reduce the burden on California's peak power plants and will help negate the need to build additional power plants in the future. An EEMIS is the first step toward achieving this goal because it will help end users to manage and reduce their energy use.

THE CITY OF HUNTINGTON BEACH ASSESSMENT AND PLANNING REPORT FOR UTILITY MANAGER SYSTEM IMPLEMENTATION (SECTION 2) IS AVAILABLE FOR VIEWING IN THE CITY CLERK'S OFFICE.

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APPROVED BY: City Administrator's Office

Assessment and Planning Report for Utility Manager System Implementation

Draft Report

Deliverable 2.2

Strategic Plan Task 3.1.2

Funded by
Southern California Edison Company
Local Government Strategic Plan Strategies Program

2010 – 2012 Program Period
under the auspices of the California Public Utilities Commission

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December 14, 2011

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1. Introduction

This task will create a sustainable utility bill manager system for four participating local governments providing Enterprise Energy Management Information System (EEMIS) to inform their budgeting (capital and operating) process and develop projects/improvements that reduce energy and administrative waste per the submitted proposals and subsequent, derivative scope of work.

The team will establish EEMIS with utility bill information, geographic location information, and load information, such as hours and equipment for all utility accounts, to enable streamlined energy project development and ongoing measurement and verification (M&V).

The team will also track and benchmark municipal facilities. This will allow for identification of energy efficiency (EE) opportunities to reduce energy consumption within five (5) Orange County participating local governments: Costa Mesa, Fountain Valley, Huntington Beach, Newport Beach and Westminster. This will result in long-term, sustainable changes through utility bill manager system creation and establishment of EEMIS.

In order to better ensure the cost-effective success of the utility manager system implementation task, the City of Huntington Beach (HB) reviewed and assessed utility bill manager systems and enterprise energy management information systems, and related resources of peer municipalities and organizations. Knowledge gained from this exercise was to inform task planning. The results of this assessment and planning process are presented in this report.

1.1 California Long-term Energy Efficiency Strategic Plan (CEESP) Alignment

1.1.1 Strategic Plan Goal

Strategic Plan Goal 3: “Local governments lead by example with their own facilities and energy usage practices.”

1.1.2 Strategic Plan Task

Strategic Plan Task 3.1.2: “Set up a ‘utility manager’ computer program to track municipal usage. Identify need for sub-metering to plan, budget and manage bills.”

1.2 Utility Manager System Task Purpose, Goals and Objectives

1.2.1 Policy Statement

Costa Mesa, Fountain Valley, Huntington Beach, Newport Beach and Westminster all have policies concerning appropriate and fiscally responsible use of taxpayer funds. Historically, the cost for EEMIS has been prohibitive and limited the amount of fiscal management that could be applied to utility expenditures. This project will provide tools to local governments to ensure that they are using taxpayer and ratepayer funds appropriately.

1.2.2 Goals and Expected Outcomes

Provide timely and credible usage and budget information and EE project M&V reporting to financial decision-makers at the four participating cities in support of ongoing energy management programs.

1.2.3 Energy Efficiency Impact

Provide accessible and timely information to speed energy efficiency project development, incentive applications, retro-commissioning capabilities, and improve persistence through affordable ongoing M&V capabilities.

1.2.4 Utility Manager System Selection Criteria

- Required functionality to track municipal energy usage from electronic utility data
- Required capability to integrate sub-metering and commissioning
- Real-time and month-end automated utility bill data collecting and collation
- Standard reports, customized reporting and benchmarking
- Integration with Demand Response (DR) programs/capabilities
- Online data transfer with utility companies
- Affordable one-time capital and annual maintenance charge
- Ongoing service levels

2. Review of Existing Utility Manager Systems

2.1 Description of Reviewed Utility Manager Systems

2.1.1 Los Angeles County - McKinstry – EEMIS

Los Angeles County (LA County) has been utilizing McKinstry EEM Suite™ for EEMIS based on a network of facility systems with hardware and data streams accessible via centralized database using visual and analytical tools for operational and management functions in real time through Ethernet LAN/WAN based communications. Key plan elements include: web-based application, unlimited seats, scalability, data processing of existing building automation systems (BAS), send commands in real-time to BAS, data collection and storage, generating usage and demand profiles, providing utility bill data, energy cost analysis with user-defined parameters, and integration with existing facility system.

To achieve the development and adoption of EEMIS, LA County prepared a Request for Proposal (RFP), then identified and compared utility bill manager software and hardware options with project requirements. Energy monitoring and reporting needs to identify energy efficiency opportunities while building an infrastructure with expansion capability allowing integration across government-owned facilities served as an important concept for managing energy throughout LA County.

2.1.2 McKinstry

The McKinstry EEM Suite™ is used by LA County, Sacramento County, Clark County (Nevada) and Region of Peel (Canada). This EEMIS combines their Bill Analyst and Meter Data Analyst allowing users to automate utility cost allocation, bill validation, budget creation and tracking via a web-based interface in real-time. Key utility manager system elements include: providing utility usage and costs with reporting and analysis tools to monitor facilities, meters and utility accounts; and real-time web-based application allowing interval data from utility meter, sub-meters, building management systems and SCADA systems to monitor performance, benchmark, aggregate loads, and manage demand and M&V strategies.

2.1.3 HP/Hara

HP/Hara energy management system is used in such cities as Palo Alto, Las Vegas, San Jose, and Philadelphia. HP installs and manages the Hara software. HP/Hara was found to be a strong competitor in HB partner cities' RFP, however more expensive than LA County/McKinstry system and required server configuration by HP and HB IS staff, which LA County did not have similar requirements. In addition, HB IS staff would be

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required for firewall access to partner cities, which would be time consuming and expensive for HB.

2.1.4 Enernoc/EnergyCAP

Enernoc utilizes EnergyCAP's software system for month end features for utility management, and is used in the State of Massachusetts. Key utility manager system elements include: cloud-based technology through SaaS, meter integration, and commissioning. The utility manager system required a large capital expense and maintenance was also several orders of magnitude larger than budgets could accommodate.

2.1.5 EnergyCAP

The existing utility manager system only performs month-end accounting with no DR integration, commissioning support, or M&V tools. The County of Orange uses EnergyCAP.

2.1.6 Schneider Electric

Existing utility manager system is an energy management system (EMS) based control system with significant hardware required for sub-metering, and installation difficulties which would be time consuming and expensive compared to LA County.

2.1.7 Vykon/Controlco

Existing utility manager system is an EMS based system with Tridium JACE panel hardware. The hardware, EMS focus, and installation difficulties which would be time consuming and expensive compared to LA County.

2.1.8 Village Green Global - SmartWEB

Significant portions of the proposal activities were out of scope based on SCE's Statement of Work (SOW) with HB partner cities' RFP. As a result, proposal was not cost-effective.

2.1.9 NGO Utility Manager System Resources (e.g., ICLEI, ILG, LGC)

NGOs do not offer competitive utility manager resources or services like this.

2.1.10 Other Utility Manager Systems and Resources

See above discussion, included all utility manager systems proposed during HB's OC partner cities' RFP.

2.2 Assessment of Existing Utility Manager Systems and Resources

2.2.1 Existing Utility Manager System and Resource “Pros”

See above discussion.

2.2.2 Existing Utility Manager System and Resource “Cons”

See above discussion.

3. Utility Manager System Selection

3.1 Selected Utility Manager System

LA County/McKinstry was selected on the basis of meeting the criteria of the attached RFP per scoring sheets completed by each participating city. The costs were significantly lower, ongoing support was expected to be more responsive, and their experience with low-cost online data transfer with SCE was a significant factor. Selecting this option reduced hardware and hardware setup costs to incremental costs rather than setting up a new duplicative system inside another local government IS department.

3.2 Resource Identification

3.2.1 Resource Requirements

- LA County Staff (IS, Energy Division and Accounting)
- HB Energy project manager
- Luna Energy Corporation for hired student interns for large scale data entry and setup under guidance and supervision of HB city staff
- Participating city staff to provide access to facilities
- GIS enabled GPS receivers to document geographic locations of meters which are unknown
- SCE staff – MFT, BCD, CP&S
- City-qualified electrician for terminations, conduit of pulse generators to EEMIS

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3.2.1.1 Metering/Sub-metering Needs

SCE pulse generators and interface devices for all TOU-8 accounts will be installed, if not already installed from DR programs.

Pulses will be counted through iLon or JACE panel to interface with the LA County/McKinstry system.*

**Some pulses are available through DR technical assistance*

3.2.1.2 Hardware Needs

The OC Cities will not need to purchase any large-scale IT hardware. Access is provided via a web portal by LA County. All server capacity will be on LA County's side. Some small hardware purchases might be necessary to connect pulse generators to the LA County/McKinstry EEMIS.

3.2.1.3 Networking Software Needs

None anticipated

4. Utility Manager System Implementation Plan

4.1 Overview

The city of Huntington Beach has already conducted the procurement process consisting of a publicly advertised RFP and received nine (9) responses. Evaluations and awards were made prior to SCE's Notice to Proceed (NTP). See the appendix for the RFP.

4.2 Roles and Responsibilities

- LA County will provide a database structure and setup billing data file conversion and transfer, and technical assistance for the four participating OC Cities.
- LA County will provide training to Costa Mesa, Fountain Valley, Huntington Beach, Newport Beach and Westminster.
- LA County and the four participating OC cities will setup and configure billing data file transfer as a collaborative effort with SCE.
- HB will provide staff and interns to provide data entry and basic energy management such as load balance calculations (i.e. hours of operation, square footage, connected loads and other background information to be entered into EEMIS). Load balance calculations are used to calculate projected energy consumption based on nameplate information, load quantities and operating time to determine if estimated energy usage is consistent with metered usage in order to ensure electrical systems operating properly for the purposes of

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automating regression analysis to uncover energy waste. Interns will also support reporting to Costa Mesa, Fountain Valley, Huntington Beach, Newport Beach, Westminster, and to the utility.

- HB will provide reporting as required by SCE.

4.3 Utility Manager System Procurement Plan

The City of Huntington Beach has already conducted the procurement process consisting of a publicly advertised RFP and received nine responses. Evaluations and awards were made prior to SCE's NTP. See the appendix for the RFP.

4.4 Installation Plan

HB:

- Kickoff meeting (general) and/or Kickoff meeting (individual)
- Gather required data for Phase I (facilities, meters, accounts, corp view reports)
- Build Hierarchy within EEMIS
- Configure System
- Load Historic Data based on SCE policy which limits customers to 36 months; customer prefers five (5) years of historic data
- Process ongoing electronic billing data or manual bill entry
- Staff training
- Data mining and benchmarking
- Follow-up customer sessions

LA County:

- Provide EEMIS Data Entry Form to HB
- Build EEMIS database structure
- Staff training
- Configure System
- Setup billing data file conversion and transfer

4.5 Data Acquisition and Data Transfer Plan

LA County will lead this effort with SCE's MFT teams.

4.6 Report Generation and Analysis

HB staff and interns will after data is entered/loaded run reports (benchmarking major facilities, M&V reports for any recent EE projects, etc) for the participating cities during contract period. Participating city staff will be trained on how to use and review ongoing reports as per Section 4.7.1. A final report once SCE's MFT is operational will describe the project, including any EE or utility bill savings to support the long-term value and sustainability of EEMIS. Reports will be analyzed for EE project development opportunities or Integrated Demand Side Management (IDSM) audits from SCE.

4.7 Staff Training and Communications Plan

4.7.1 Utility Manager System Staff Training

Training will be conducted in regional workshops describing the EEMIS benefits, and demonstrating both the reporting and analysis capabilities and also the specific functionality related to retro-commissioning and monitoring-based commissioning. Sessions will provide practical hands-on use, tailored for each City and include copies of all workshop materials.

4.7.2 Utility Manager System Communications

Limited to stakeholders, will provide tailored system staff training communicating and promoting the utility manager system via workshops with workshop materials copied and distributed for each city.

4.8 Utility Manager System Maintenance and Sustainability Plan

Provided in Final Report and documented in HB's proposal to SCE

4.8.1 Utility Manager System Maintenance Plan

Provided in Final Report

4.8.2 Utility Manager System Sustainability Plan

Due to nature of utility manager system being 100% web native, requiring no plug-ins or middleware on users' desktop/laptop, and the ongoing support provided, the system requires minimal effort to sustain system as LA County is responsible for maintaining data feeds. This demonstrates value as to not requiring burdensome plug-ins or middleware, and the ability to receive electronic feed billing determinants and monitor meters in real-time to track energy usage in government-owned facilities.

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Ongoing maintenance is approximately \$6,500 annually. LA County is responsible for maintaining data feeds separate from ongoing maintenance budget. Future years support budget will be sought from the savings documented by EEMIS.

5. Schedule

5.1 Utility Manager System Procurement and Implementation Schedule

To Be Completed By:	Tasks:
December 2011	<ul style="list-style-type: none">• Compile Corp view reports• Create proposed directory structure• Facilities research• Compile CISR forms
January 2012	<ul style="list-style-type: none">• Facilities research• Access to LA County EEMIS• Input• MFT
February 2012	<ul style="list-style-type: none">• MFT• Quality assurance• Quality control
March 2012	<ul style="list-style-type: none">• MFT operational• Data streaming• Analysis and reporting
April 2012	<ul style="list-style-type: none">• Contingency• Training
May 2012	<ul style="list-style-type: none">• Task Closeout• Final Reports

5.2 Monthly Activity Tracking Schedule

Will use LA County's methodology for implementing LA County/McKinstry EEMIS as guideline for monthly activity tracking schedule and system to ensure all activities are on schedule.

6. Budget

Refer to SOW located in Appendix A

7. Assessment of Utility Manager System Effectiveness

Provided in Final Reports as indicated in SOW located in Appendix A

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7.1 Energy Efficiency Impact

Provided in Final Reports as indicated in SOW located in Appendix A

7.2 Energy Use Impact

Provided in Final Reports as indicated in SOW located in Appendix A

7.3 Budget Forecasting

Provided in Final Reports as indicated in SOW located in Appendix A. Budget forecasts will be based on SOW Appendix C Billing Table and Table 2 Implementer's Budget Breakdown.

Appendix C - Billing Table					
Instructions: Please fill in items in yellow.					
Sub-Task	Implementer Costs		Subcontractor Costs ²	Total Program Cost	
	Labor ¹	Expenses ²	Labor & Expenses		
Task 1 - Program Ramp-up					
Task 1 (Not-to-Exceed Budget)					
Included in Task 2 through Task 3					
Task 2 - Strategic Plan Goal 3					
A. Establish Enterprise Energy Efficiency Management Information Systems (EEMIS)					
3.1.2					
A.1. Kickoff meeting with Los Angeles County and an understanding of the timeline	\$2,500	\$500		\$3,000	
A.2. EEMIS/Utility Manager Assessment and Planning Report completed (including evaluation of Los Angeles County EEMIS system) for review and comment by SCE; if Los Angeles County EEMIS system is not adopted, provide rationale.	\$3,500	\$500		\$4,000	
A.3. If Los Angeles County EEMIS is not adopted, develop, issue RFP; procure Utility Manager/EEMIS System	\$12,000	\$1,000		\$13,000	
A.4. Create Program Management Plan (PMP) template	\$12,000	\$1,000		\$13,000	
A.5. Begin implementation of PMP for each Participating Municipality			\$400,000	\$400,000	
A.6. Recruit and enroll participants in Utility Manager EEMIS from Participating Municipalities; customize PMP for each Participating Municipality	\$10,000	\$1,000		\$11,000	
A.7. Test network connectivity and functionality for facilities of each Participating Municipality			\$20,000	\$20,000	
A.8. Prepare Utility Manager/EEMIS Installation Report	\$15,000	\$2,000		\$17,000	
A.9. Hire interns to provide EEMIS software support	\$23,500	\$4,000		\$27,500	
A.10. Establish tool lending library	\$7,500	\$5,000		\$12,500	
A.11. Assess the value and benefits of the Program and report list of identified needs as they occur.	\$5,000	\$2,000		\$7,000	
A.12. Deliver Monthly reports from EEMIS system	\$15,000	\$2,000		\$17,000	
Task 2 (Not-to-Exceed Budget)					
	\$106,000	\$19,000	\$420,000	\$545,000	

Table 2: Implementer's Budget Breakdown

Allowable Cost Item ¹	%	\$
1) Administration	7.00%	\$43,750
2) Marketing/Outreach Costs	0.00%	\$0
3) Direct Program Costs	93.00%	\$581,250
Total Implementer Budget: 1) + 2) + 3)	100%	\$625,000

7.4 Metric

100% of utility accounts in system

7.5 Metric

100% of utility accounts in system

Appendix A: Task Scope of Work

Statement of Work

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Statement of Work

PROGRAM IMPLEMENTER: ORANGE COUNTY CITIES

PROGRAM NAME: ORANGE COUNTY CITIES STRATEGIC PLAN STRATEGIES

PROGRAM BUDGET: \$625,000

SECTION 1: PROGRAM DESCRIPTION

A. Program Background: Pursuant to Decision 09-09-047, the CPUC authorized Southern California Edison (“SCE”) to conduct strategic plan activities centered on energy efficiency and addressing the “Big, Bold” strategies and related local government goals found in the CPUC’s California’s Long-Term Energy Efficiency Strategic Plan (“CEESP”)². Based on this authorization, SCE conducted a solicitation seeking to fund activities that would lead to long-term, sustainable changes as opposed to supporting staffing resources or short-term initiatives that would cease to exist once the funding had ended.

One of the selected programs in this solicitation is the Orange County Cities Strategic Plan Strategies (the “Program”). The Program will be implemented by the City of Huntington Beach (“Implementer”).

Through the Program, the Implementer will enroll Participating Municipalities in the use of an Utility Manager software system to track and benchmark facilities operated by the Participating Municipalities to identify opportunities to improve the energy efficiency of these facilities. In addition, the Implementer will develop model energy efficiency policies and codes, energy efficiency chapter of the climate action plan, and sustainability policies for presentation to city councils and executives for their consideration for adoption by Participating Municipalities.

The Implementer will perform the tasks required in order to meet the objectives of the CEESP while utilizing the following CEESP Goals:

- **Strategic Plan Goal 1:** Local governments lead adoption and implementation of

² Please go to www.californiaenergyefficiency.com for a copy of the CEESP.

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“reach” codes stronger than Title 24 on both mandatory and voluntary basis; and

- **Strategic Plan Goal 3:** Local governments lead by example with their own facilities and energy usage practices.

B. Defined Terms: Capitalized terms not otherwise defined in this Statement of Work (“SOW”) will have the meaning ascribed to them in the Contract, which is attached to the SOW and incorporated herein by reference.

1. **Business Day:** The period from one midnight to the following midnight, excluding Saturdays, Sundays, and holidays.
2. **Calendar Day:** The period from one midnight to the following midnight, including Saturdays, Sundays, and holidays.
3. **Change Order:** Document SCE issues to Implementer and, unless otherwise provided in the Contract, Implementer accepts, and which changes or modifies the terms of the Contract.
4. **Contract:** Document issued by SCE to Implementer, as may be amended in writing as provided therein, which authorizes the Work, states the terms and conditions and incorporates by reference the Statement of Work and any other referenced documents, if applicable, all of which form the agreement (Contract) between SCE and the Implementer, with the following priority in the event of conflicting provisions: Change Orders, from the most recent to the earliest; the Statement of Work; the Contract; and any other referenced documents, and which facilitates payment to the Implementer for the Work described herein.
5. **Contract Program Manager or CPM:** The SCE Representative who will manage the Program.
6. **Core Functioning Facility:** Any municipal facility larger than 2,000 square feet with uses by the municipal government office buildings (e.g., city hall, fire department, police department, libraries, etc.), but does not include parks and other recreational facilities.
7. **CPUC:** The California Public Utilities Commission.
8. **Implementer:** The City of Huntington Beach
9. **Month or Monthly:** A term ending on the last Calendar Day of each Month.

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- 10. Other Municipal Facilities:** Other facilities operated by a Participating Municipality with an SCE electric service account not included as a Core Functioning Facility, e.g., traffic control facilities, outdoor recreational facilities, potable water distribution plants and equipment, sewage accounts, storm water pumps, etc.
- 11. Participating Municipalities:** The Orange County cities of Costa Mesa, Huntington Beach, Fountain Valley, Westminster, and Irvine.
- 12. Performance Indicators:** Specific, measureable, actionable, realistic and time-specific requirements that will directly and measurably contribute to SCE's business goals for the Contract.
- 13. SCE Representative:** The CPM or such other representative authorized by SCE to manage this Program.
- 14. Subcontractor:** An entity contracting directly or indirectly with Implementer to furnish services or materials as part of or directly related to Implementer's Work.
- 15. Title 24:** California Code of Regulations (CCR), Title 24, also known as the California Building Standards Code (composed of 12 parts). Title 24, Part 6 sets forth California's energy efficiency standards for residential and nonresidential buildings and was established in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods. Title 24, Part 6 is the focus of the Work under this Purchase Order.
- 16. Work:** Any and all obligations of Implementer to be performed for the Partnership pursuant to and during the term of the Contract, any revision to the Contract, or a subsequent Contract or Contract Addendum incorporating this Statement of Work. The Work will include, but may not be limited to, the tasks described in Section 5 of this Statement of Work.

SECTION 2: OBJECTIVES

Through the Program, the Implementer will build a strong case for local government energy efficiency policies that result in a healthier, cleaner environment for the Participating Municipalities. These policies will serve as a link between the California Energy Efficiency Strategic Plan (CEESP) and Orange County local governments. Through the Program, the Implementer will deliver an integrated package of policies and systems for County facilities and the Participating Municipalities that includes the following elements:

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1. Tracking municipal energy usage of facilities operated by the Participating Municipalities through Utility Manager software; and
2. Developing model comprehensive energy policies that encompass capital projects, operations and maintenance and capital and operating budgets.

SECTION 3: GENERAL REQUIREMENTS

A. Notice to Proceed (“NTP”): Implementer may start Work only upon the occurrence of each of the following:

1. Implementer receives the Contract;
2. Implementer provides to the CPM a signed acknowledgement form of the Contract; and
3. CPM provides to Implementer written approval to proceed.

B. Goals: The primary goal of the Program is to achieve the Objectives and Performance Indicators set forth herein, in the time frame herein. SCE will regularly review the implementation schedule (milestones, delivery dates, etc.) contained herein against actual Work performed by Implementer to assess the Program’s progress.

SECTION 4: SCHEDULE OR TASKS DELAYS

If the schedule or a task (including achievement of goals as outlined herein) is delayed for any reason, Implementer has the responsibility to notify the CPM in writing within thirty (30) Business Days. SCE may accept the delay, allow time for the remedy of the delay, reduce both the budget and the Work, or terminate the Contract within thirty (30) Business Days following receipt of any written notice of delay from Implementer.

SECTION 5: STATEMENT OF WORK

The Work for each of the CEESP Goals and associated tasks are described herein:

Task 1 - Program Ramp-up

A. Attend Program Kick-off Meeting: Implementer’s representative(s) will attend a half-day Program kick-off meeting with the CPM to discuss Program logistics, marketing coordination, evaluation, monitoring and verification coordination, invoicing requirements, scope of Work, and any remaining Contract issues at an SCE -designated location.

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Implementer’s representative will attend the Program kick-off meeting at a time and place to be determined by SCE after the issuance of the NTP.

To avoid duplication and unnecessary expenditures, CPM will provide information and guidance regarding currently available resources (e.g., available training programs, reach building codes, templates, Utility Manager resource guide, etc.) that will be used by the Implementer in assessing pre-existing resources. This will enable the Implementer to focus efforts on the areas in each Task on any gaps that exist.

- B. Program Data, Invoicing, and Reporting Tool Training:** The Implementer will attend a half-day workshop (Webcast) that provides training on the use of SCE invoicing and reporting tool (“IR Tool”). The Implementer will attend IR Tool training at a time and place to be determined by SCE after the issuance of the NTP.

Deliverable(s)	Due Date(s)
1. Attend a half-day Program Kick-off Meeting	Determined by SCE after the issuance of the NTP.
2. Attend a half-day IR Tool training session and ongoing IR Tool update training.	Determined by SCE after the issuance of the NTP or notification of IR Tool program changes.
3. Delivery flat files (first draft) to CPM for review and approval.	IR Tool training plus 5 Calendar Days.
4. Delivery of flat files (final draft) to CPM for review and approval.	IR Tool training plus 10 Calendar Days.

Task 2- Strategic Plan Goal 3

Strategic Plan Goal 3: Local governments lead by example with their own facilities and energy usage practices.

- Task 2 (Strategic Plan Task 3.1.2) – Set up a ‘utility manager’ computer program to track municipal usage. Identify need for sub-metering to plan, budget and manage bills.

7.5.1 Task 2 – Establish Enterprise Utility Manager System

Implementer will establish a network using an enterprise Utility Manager system for monitoring the energy usage of facilities operated by Participating Municipalities. As a first step, Implementer will evaluate the feasibility of using existing Utility Manager network software operated by Los Angeles County (Energy Management Information System (EEMIS)). If the Los Angeles EEMIS will meet the needs of the Implementer

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and the Participating Municipalities, The Implementer will facilitate the procurement of the right to its use, and all required software purchases and activities to make EEMIS functional for tracking municipal energy usage.

If the Los Angeles County EEMIS is determined to be unsatisfactory for the needs of the Implementer and Participating Municipalities, Implementer will develop a competitive solicitation for an enterprise Utility Manager system and award a contract based on fully defined and mutually agreeable terms and conditions for the Implementer and the selected provider. Participating Municipalities selected to participate in the enterprise Utility Manager network must connect and monitor, at a minimum, all Core Functioning Facilities.

To complete this task, the Implementer will deliver to the CPM the following:

- A. EEMIS/Utility Manager Assessment and Planning Report:** Implementer will assess the capabilities of the EEMIS and prepare a planning report that describes plans for successfully completing this task as well as it plans for ensuring the sustainability of the networks functionality for the longer term. Implementer will submit this report to the CPM for review and comment.
- B. Procure Utility Manager/EEMIS System:** Implementer will prepare and execute a Memorandum of Understanding with Los Angeles County for the necessary EEMIS software and networking capability, if the Los Angeles County EEMIS is chosen for the Program, or procure an alternate Utility Manager system and support services. The Utility Manager/EEMIS will enable Participating Municipalities to access facility energy consumption, archive billing data, and report and analyze energy consumption data.
- C. Program Management Plan (PMP):** To facilitate the successful implementation of the Work, the CPM will provide the Implementer a Program Management Plan (“PMP”) template, upon Contract execution. The Implementer will develop a PMP, tailored to the specific needs of each Participating Municipality. For each Participating Municipality, the PMP will contain sufficient information to guide the Utility Manager/EEMIS installation, including documentation of the existing hardware capability, a determination of whether each Participating Municipality has the existing capability to run Utility Manager/EEMIS, and recommendations of any necessary hardware purchases. For Participating Municipalities installing Utility Manager/EEMIS, the PMP will also include the following sections:
 - An EEMIS procurement plan, including the procurement of the required networking software capability;
 - A data acquisition and data transfer plan into Utility Manager/EEMIS;

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- Identification of the sub-metering data requirements;
- A training plan for the Participating Municipality;
- An Utility Manager/EEMIS maintenance plan; and
- A detailed description of the roles and responsibilities for the Implementer, each Participating Municipality and the County of Los Angeles or selected enterprise Utility Manager provider.
- An EEMIS Access Agreement(s) “EEMIS Access Agreement”) to be executed by the Implementer and each Participating Municipality. The EEMIS Access Agreement will specify the pricing terms and other conditions for purchasing the rights to use EEMIS, transferring data into EEMIS, storing EEMIS data, and maintaining EEMIS. The EEMIS Access Agreement will also include a complete description of the rights and responsibilities for all parties.

The Implementer will work with all Participating Municipalities to develop the PMP, and will incorporate PMP comments from each Participating Municipality and the County of Los Angeles or selected enterprise Utility Manager provider, before submitting the PMP to the CPM for review.

Based on the final PMP, Implementer will work with the County of Los Angeles or other selected provider to obtain detailed cost specifications for the procurement of the right to use EEMIS for each Participating Municipality, and to develop Utility Manager/EEMIS Procurement Agreement(s) (“Utility Manager/EEMIS Agreements”) to be executed by the County of Los Angeles (or the selected provider) and each Participating Municipality. The Utility Manager/EEMIS Agreement(s) will specify the terms and conditions for purchasing the rights to use Utility Manager/EEMIS, transferring data into Utility Manager/EEMIS, and maintaining the system. The Utility Manager/EEMIS Agreement(s) will also include a complete description of the responsibilities for all parties to each Utility Manager/EEMIS Agreement(s).

Implementer will facilitate the execution of the Utility Manager/EEMIS Agreements by the County of Los Angeles or other provider and each Participating Municipality. Each Participating Municipality must also sign the Utility Manager/EEMIS Agreement(s) before receiving any additional Program services. The Utility Manager/EEMIS Agreement(s) may be executed at any time prior to May 1, 2012.

After the Utility Manager/EEMIS Agreement(s) has (have) been executed, all activities required to make the EEMIS database functional for the Participating Municipality can proceed. Activities include but are not limited to the following:

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- Procure Utility Manager/EEMIS and the required networking software capability;³
 - Modifying software technology so that individual municipal buildings and the Participating Municipality staff have appropriate on-line access; and
 - Training Participating Municipality staff on all aspects of data-base operations including: set-up, data transfer, data storage and Utility Manager/EEMIS maintenance. Additionally, Implementer will work with Los Angeles County or selected provider to ensure the Utility Manager/EEMIS program documentation is available for reference by all users.
1. Implementer will work with the Participating Municipality and County of Los Angeles or selected provider to populate the data base and generate reports of energy consumption. Activities will include but are not limited to the following:
 - Obtaining and transferring to the data base, all relevant facility information;
 - Acquiring from SCE billing data and consumption data from existing sources;
 - Testing the database through the submission of initial data and implementing any required modifications; and
 - Generating periodic reports on energy usage.
 2. **Training Program Plan:** Implementer will prepare a training program plan (“Training Program Plan”) for training personnel from each Participating Municipality on the functionality and operation of the Utility Manager/EEMIS system. The Training Program Plan will include the following:
 - Scope of the training to be conducted;
 - A description of the training curriculum to be used; and
 - Training schedule for Participating Municipalities.
 3. **Training Delivery:** Implementer will train staff from each Participating Municipality on energy analyses techniques and develop an implementation plan for Utility Manager/EEMIS monitoring and maintenance. Activities will include but are not limited to the following:

³ Cost of networking the software is allowed if the expense has demonstrated value in meeting the CEESP strategic menu objectives and the expense is attributed to establishing the Utility Manager/EEMIS software.

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- Implementer will train staff from each Participating Municipality on using Utility Manager/EEMIS to analyze energy consumption data, identify energy savings opportunities, benchmark facility usage and operations, and sustain project savings; and
 - Implementer will also develop a Utility Manager/EEMIS maintenance plan.
- D.** Implementer will document each Participating Municipality’s policy on implementing energy efficiency upgrades after the benchmarking analysis has been completed. Implementer will also document the energy efficiency actions taken by each Participating Municipality that can be attributed to the benchmarking
- E.** During the Program period, the Implementer will ensure that all Participating Municipalities are offered Utility Manager/EEMIS integration for at least one facility in each Participating Municipality.
- Participation will be offered in two tiers:
1. Utility bill monitoring and reporting; and
 2. Using utility meters to report real-time use.
- F. Tool Lending Library:** As part of the deployment Utility Manager system, Implementer will create a regional energy auditing tool lending library, consisting of two (2) complete energy auditing toolkits for local government use. These tools will facilitate the local government’s ability to conduct the data collection necessary for populating the Utility Manager system. At a minimum the tool lending library will make available for loan the following tools:
1. Tape measures;
 2. Light meters;
 3. IR/laser thermometers;
 4. IR cameras;
 5. Electrical multi-meters;
 6. “Kill-a-Watt” electric usage monitors;
 7. Test and balance airflow hoods; and
 8. Data loggers and analysis software.

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G. Implementer will provide internships for students, such as those in energy auditing certificate programs for energy auditing at Goldenwest College, to complete the clerical tasks in setting up the software supporting the Utility Manager/EEMIS System.

H. Utility Manager/EEMIS Reporting: The Implementer will, at a minimum, track the following information through the IR Tool:

1. Participating Municipality bills and their facilities enrolled in Utility Manager; and
2. Type and sq. ft. of facility.

I. Utility Manager/EEMIS Assessment: The Implementer will quantitatively assess the value and benefits of the Program through:

1. Voluntary surveys for facility managers;
2. Usefulness of energy usage information in managing operations budgets and costs; and
3. Willingness to implement energy efficiency projects identified at facility.

Task 2 - Deliverable(s)	Due Date(s)
1. Kickoff meeting with Los Angeles County and an understanding of the timeline	NTP + 30 Calendar Days
2. EEMIS/Utility Manager Assessment and Planning Report completed (including evaluation of Los Angeles County EEMIS system) for review and comment by SCE; if Los Angeles County EEMIS system is not adopted, provide rationale.	NTP + 45 Calendars
3. If Los Angeles County EEMIS is not adopted, develop, issue RFP; procure Utility Manager/EEMIS System	NTP plus 90 Calendar Days
4. Create Program Management Plan (PMP) template	NTP + 90 Calendar Days
5. Begin implementation of PMP for each Participating Municipality	NTP plus 120 Calendar Days
6. Signed agreement(s) between the Implementer	NTP plus 120 Calendar days, and

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and Utility Manager provider and the Utility Manager provider	ongoing as Participating Municipalities enroll in the program
7. Recruit and enroll participants in Utility Manager/EEMIS from Participating Municipalities; customize PMP for each Participating Municipality	Enroll first participant within NTP plus 150 Calendar Days
8. Signed agreement(s) between the Participating Municipalities and the Utility Manager provider	NTP plus 150 Calendar days, and ongoing as Participating Municipalities enroll in the program
9. Test network connectivity and functionality for facilities of each Participating Municipality	NTP + 6 Months
10. Prepare Utility Manager/EEMIS Installation Report	NTP + 6 Months; ongoing as new facilities are connected
11. Hire interns to provide Utility Manager/EEMIS software support	NTP + 6 Months
12. Establish tool lending library	NTP + 6 Months
13. Assess the value and benefits of the Program and report list of identified needs as they occur.	Ongoing throughout the Program
14. Deliver Monthly reports from Utility Manager/EEMIS system	Monthly with Invoicing Requirements (see Task 8)

Task 3 - Strategic Plan Goal 1

Strategic Plan Goal 1: Local governments lead adoption and implementation of “reach” codes stronger than Title 24 on both mandatory and voluntary basis.

- Task 3 (Strategic Plan Task 1.1.1): Adopt building energy codes more stringent than Title 24’s requirements, using cost-effectiveness studies by Climate Zone done by the utilities; adopt one or two additional tiers of increasing stringency.

7.5.2 Task 3 – Develop model comprehensive local government facilities policies and programs

A. Implementer will develop model comprehensive appropriate local government energy policies for Participating Municipalities that encompass capital improvement projects for facilities in their respective jurisdictions. The model energy policies will address, at a minimum, the following areas:

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1. Building commissioning requirements;
2. Green Building standards;
3. Minimum “reach” performance-based building energy efficiency codes and standards;
4. Equipment/product specifications (prescriptive and performance standards) to assist municipal procurement staff in the selection of high-efficiency equipment;
5. Plans for re-investing energy efficiency savings into each Participating Municipality’s budget for future energy efficiency activities.
6. Service level agreements between departments; and
7. Operations and maintenance protocols and software.

B. Local Government Facilities Policies and Programs Assessment and Planning

Report: In preparation for the development of appropriate “reach” policies and programs for local government facilities, Implementer will review appropriate available climate studies and assess sufficiency for policy and program development, conduct assessment of existing reach policies and programs and resources and prepare a plan for developing reach policies and programs for local government facilities based on the information gained from this assessment.

C. Model Energy, Maintenance and Service Level Policies: To facilitate adoption of these policies by Participating Municipalities, the Implementer will develop and adopt model energy, maintenance and service level policies covering facilities under their management control. The policies will be designed to help Participating Municipalities **exceed** Title 24 code requirements in the construction of new government controlled facilities and the management of existing government controlled facilities. In addition, these policies will fully describe processes for commissioning of new facilities and building energy systems, energy savings re-investment policies, Green Building practices, equipment and comfort standards, etc. Finally, the Implementer will customize policies for at least four (4) Participating Municipality’s needs for presentation to their city council and/or city executives for consideration to adopt comprehensive energy policies for local government facilities.

D. Submit Policies and Programs for Local Government Facilities to City Councils for adoption: Implementer will submit energy efficiency policies and programs developed

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for local government facilities to each Participating Municipality city council for adoption. If a policy is adopted, Implementer will submit the date the policy becomes effective, and submit to the California Energy Commission (CEC) for approval under Section 10-106⁴. If the policies and programs are not adopted, Implementer will submit a memorandum to SCE that lists reasons for rejection and alternate plans to be undertaken to assure adoption at a later date.

Task 3 - Deliverable(s)	Due Date(s)
1. Develop, issue, and award RFP for professional services for “reach” policy development; report on status of consultant or Subcontractor to support the task.	NTP 90 Calendar Days
2. Submit Reach Code Assessment and Planning Report to SCE for review and comment	NTP plus 90 Calendar Days
3. Develop draft model comprehensive local government code and ordinance amendments for Participating Municipalities for SCE review and comment using information from Utility Manager/EEMIS Task 2.	NTP plus 6 Months
4. Submit final model comprehensive local government policies for Participating Municipalities for SCE review and comment	NTP plus 7 Months
5. Submit draft model energy, maintenance and service level policies covering facilities under management control for SCE review and comment	NTP plus 7 Months
6. Deliver final model energy, maintenance and service level policies covering facilities under management control for SCE review and comment	NTP plus 9 Months
7. Customize policies for a minimum of four (4)	NTP plus 10 Months

⁴ California Energy Efficiency publication “2008 Building Energy Efficiency Standards for Residential and Nonresidential Buildings”, November 2007.

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Participating Municipalities' member city's needs for presentation to city council and/or city executives for consideration to adopt comprehensive energy policies for local government facilities	
8. Present customized policies to city councils and other city executives; provide effective date of new policies, or reasons for rejection and alternative plans.	First presentation NTP plus 12 Months; ongoing thereafter
9. Submit code to CEC for approval under Section 10-106	NTP plus 12 Months
10. Deliver Monthly reports from tracking system	Monthly with Invoicing Requirements (see Task 8)

Task 4 – Invoicing and Reporting

A. IR Tool: After SCE provides Implementer training on the IR Tool, the Implementer will utilize the IR Tool, which serves three primary purposes:

- Enables Implementer to provide SCE with required Program information;
- Provides CPM the capability to access Implementer's Program information and create reports; and
- Provides miscellaneous reporting support for SCE's internal and CPUC reporting requirements.

B. Submission of Information into IR Tool: Implementer will update the IR Tool on a Monthly basis in accordance with requirements delineated in Appendix A (Monthly Invoicing and Reporting Requirements). Implementer will work collaboratively with the CPM in tailoring the flat files for the Program.

C. Monthly Invoicing and Reporting: All required Monthly invoice reports can be generated via the IR Tool. Implementer will be responsible for implementing, adhering to, and the submission of, the items as described in Appendix A (Monthly Invoicing and Regulatory Reporting Requirements) of this Statement of Work. The invoice reporting requirements may be amended from time to time, at which time SCE will notify Implementer of the changes and issue a new Appendix A. Implementer will implement

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these modifications in a timely manner and future invoice documentation will reflect them.

- D. SCE’s Regulatory Reporting:** Implementer will implement, adhere to, and submit the items as described in Appendix B (Regulatory Reporting Requirements), as SCE requests. The CPUC reporting requirements may be amended from time to time, at which time SCE will notify Implementer of the changes and issue a new Appendix B. Implementer will implement these modifications in a timely manner and future invoice documentation will reflect them.

Implementer acknowledges that SCE may, in its sole discretion, require Implementer to provide such other reports or documentation that SCE deems appropriate or necessary (“Ad Hoc Reports”). Implementer will comply with any request for such Ad Hoc Report(s) within a reasonable time or, if applicable, within the time requested by SCE.

Deliverable(s)	Due Date(s)
Prepare and submit Monthly invoices and supporting documentation to SCE.	Monthly, by the 15th Calendar Day for Work completed the preceding Month
Prepare and submit Monthly regulatory report, including flat files and Monthly deliverable work sheet.	Monthly, by the 15th Calendar Day for Work completed the preceding Month
Prepare and submit Quarterly regulatory reports (Appendix B) to SCE	Quarterly, by the 30 th Calendar Day for Work completed the preceding quarter, through October 31, 2012
Prepare and submit Ad Hoc Reports	As SCE requests and/or requires
Prepare and submit final invoice and Program Report to SCE	By November 15, 2012 for final invoice and by October 31, 2012 for final Program Report

Task 5 - Ramp-Down and Shut-Down Program

- A. Program Ramp-Down:** The Implementer will provide SCE with a ramp-down plan for the Program. To ensure complete Program shut-down, the Program ramp-down period will commence no later than September 1, 2012. Implementer’s plan for Program ramp-down will take into consideration that all services must be completed by October 15, 2012.

Implementer will resolve all outstanding Program issues and begin preparation of the Final Report beginning September 1, 2012.

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B. Program Shut-Down: Implementer will provide to the CPM a plan with procedures on shutting down the Program.

All Program operations will be completely shut down after the last day of the Contract effective period.

Deliverable(s)	Due Date(s)
1. Submit detailed ramp-down and shut-down plans and schedules to CPM for review and approval	No later than September 1, 2012
2. Resolve outstanding Program issues and begin preparation of Final Report	No later than September 1, 2012
3. Begin Program ramp-down	No later than September 1, 2012
4. Complete all services	No later than October 15, 2012

Task 6 - Submit Final Program Report

After Program shut-down and follow-up issues have been completed and resolved, the Implementer will submit a final report that reviews the Program's progress and accomplishment (the "Final Report"). At a minimum, the Final Report will cover:

- A. Goal Attainment:** Documentation that substantiates the Implementer's achievement of the objectives, Program Performance Indicators, and deliverables for the Contract.
- B. Program Achievement Discussion:** Were the goals/objectives met? Were the Program Performance Indicators achieved? Complete Program achievement for each Program Performance Indicator and deliverable indicating the measureable Program accomplishments.
- C. Program Challenges:** What were the significant obstacles that were overcome?
- D. Lessons Learned:** Could a Program of this scale have accomplished more?
- E. Program Improvement Recommendations:** What improvements could have been made to help the Program be even more successful?
- F. Program Next Step:** Should the Program a) be mainstreamed, b) continued to be developed or, c) ended.

Deliverable(s)	Due Date(s)
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1. Submit draft Final Report for SCE review and approval	No later than October 15, 2013
2. Submit revised Final Report for SCE review and approval	The earlier of October 15, 2012 or within 2 weeks of SCE comments

SECTION 6: PAYMENT

A. Payment Terms: The Implementer Budget will utilize 100% time and material based payments (“T&M payments”). Payment of the Implementer’s budget will be based on receipt by SCE of the deliverables set forth herein. T&M payments will be in accordance with the Billing Rates set forth in Table 1, below and Appendix C (Billing Schedule). All payments will be subject to the Contract and consistent with the budget breakdown set forth herein. Payment will be based on meeting deliverables and due dates set forth in Section 5 of this Statement of Work.

B. Implementer Budget Limit: Under no event will Implementer exceed the total amount budgeted by SCE for this Contract of **\$625,000**.

Table 1: Implementer T&M Fully Burdened Hourly Billing Rate

Implementer Job Function	Fully Burdened Hourly Rate for years 2010-2012 ¹	% of Total Hours
	(\$/Hour)	
Senior Consultant	\$200.00	N/A
FV: Asst. to City Manager	85.12	3%
FV: Environmental Services Mgr	104.73	20%
FV: Management Aide	73.66	15%
FV: Planning Director	168.91	3%
FV: Planner	115.8	5%
FV: Asst. Planner	75.41	5%
FV: General Services Mgr	\$113.33	3%
FV: Foreman	\$70.66	5%
HB: Energy Project Mgr	66.45	25%
HB: Planning Mgr	77.5	7%
HB: General Services Mgr	80.68	3%
HB: Public Works Director	113.43	3%
HB: Planning & Bldg Director	108.29	3%
Weighted Average Hourly Rate	\$87.22	100%

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Table 2: Implementer's Budget Breakdown

Allowable Cost Item ⁵	%	\$
1) Administration	7.00%	\$43,750
2) Marketing/Outreach Costs	0.00%	\$0
3) Direct Program Costs	93.00%	\$581,250
Total Implementer Budget: 1) + 2) + 3)	100%	\$625,000

SECTION 7: PERFORMANCE INDICATORS

SCE will, at a minimum, monitor the Work based on the following Program Performance Indicators:

- A. Progress made against the goals, deliverables, and due dates above; and
- B. Actual performance versus predicted performance as outlined herein.

⁵ See Appendix B for more information regarding Allowable Costs

Appendix A: Monthly Invoicing and Reporting Requirements

A. Requirements

Monthly hard copy invoices are required at the 15th Calendar Day of each Month for Work completed the preceding Month with invoicing supporting files described herein. These invoices and supporting documents are for Work performed by the Implementer and all Subcontractors.

On November 15, 2012 or sooner, Implementer will submit a final invoice associated with Program services that are tied directly to delivery of the Program deliverables. No Work except that associated with preparing the Final Report (Task 8) and final invoice will be performed after October 15, 2012. Subsequent invoices will only contain expenses associated with closing out the Program (i.e., administration expenses, etc.) that are not directly tied to delivery of the Program goals.

B. Procedures

1. Implementer uploads their Customer flat files into the IR Tool. The IR Tool creates a draft invoice for Implementer's review.
2. CPM reviews the draft invoice and advises the Implementer to re-submit their invoice if requested. Implementer is required to submit the following files to SCE by the 15th Calendar Day of each Month with each of their invoice submission:
 - Invoice – Hard Copy and electronic copy uploaded into the IR Tool;
 - Program Tracking Flat File – Uploaded electronically into the IR Tool;
 - Financial Flat File – Uploaded electronically into the IR Tool;
 - Monthly Narrative - Hard Copy with invoice submission;
 - Deliverable Table – Uploaded electronically.
 - Allowable Cost Table (see Appendix B) – Hard Copy with invoice submission; and
 - Supporting documentation – Uploaded electronically into the IR Tool.
3. Upon approval by CPM, the invoice is paid.

C. Monthly Narrative

The Monthly narrative will include a discussion on the following Program activities occurring during the Month:

- Administrative activities;

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- Marketing activities;
- Direct Implementation activities;
- Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.);
- Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, Measure discontinued, etc.);
- Discussion of near term plans for Program over the coming Months (i.e., marketing and outreach efforts that are expected to significantly increase Program participation, etc.);
- Changes to staffing and staff responsibilities, if any;
- Changes to contacts, if any;
- Changes to Subcontractors and Subcontractor responsibilities, if any; and
- Number of Program complaints received.

Appendix B: Regulatory Reporting Requirements

1. Program Reporting

Implementer will provide SCE with the requisite information on the prior Month's activities, accomplishments and expenditures related to its respective Work obligations, for purposes of preparing any reports required of SCE by the CPUC including Quarterly and Annual Reports. Requirements for these reports may change per the direction of the CPUC or the CPUC's Energy Division. The current reporting requirements are as follows:

2. Quarterly Report

Implementer will provide SCE with the requisite information to be compiled for the quarterly portfolio reporting.

2.1. Expenditures for the Program per cost; Section 4, below contains a list of allowable costs.

- a. CPUC authorized budget
- b. Operating Budget
- c. Total Expenditures
 - Administrative Cost
 - Marketing/Advertising/Outreach Costs
 - Direct Implementation Cost

2.2. Program Narratives – For the Program, a description of the Program activities occurring during the quarter.

- a. Administrative activities
- b. Marketing activities
- c. Direct Implementation activities
- d. Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.)
- e. Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, Measure discontinued, etc.)
- f. Discussion of near term plans for Program over the coming Months (i.e., marketing and outreach efforts that are expected to significantly increase Program participation, etc.)
- g. Changes to staffing and staff responsibilities, if any

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- h. Changes to contacts, if any
- i. Changes to Subcontractors and Subcontractor responsibilities, if any
- j. Number of Program complaints received

2.3. Implementer will provide additional data or information as required by the CPUC.

3. Annual Reports

Implementer will provide SCE with the requisite information to be compiled for the annually portfolio reporting.

3.1. Expenditures for the Program per cost; Section 4, below contains a list of allowable costs.

- a. CPUC authorized budget
- b. Operating Budget
- c. Total Expenditures
 - Administrative Cost
 - Marketing/Advertising/Outreach Costs
 - Direct Implementation Cost

3.2. Program Narratives – For the Program, a description of the Program activities occurring during the year.

- a. Administrative activities
- b. Marketing activities
- c. Direct Implementation activities
- d. Implementer's assessment of Program performance and Program status (is the Program on target, exceeding expectations, or falling short of expectations, etc.)
- e. Discussion of changes in Program emphasis (new Program elements, less or more emphasis on a particular delivery strategy, Program elements discontinued, etc.)
- f. Discussion of near term plans for Program over the coming Months (i.e., marketing and outreach efforts that are expected to significantly increase Program participation, etc.)
- g. Changes to staffing and staff responsibilities, if any
- h. Changes to contacts, if any
- i. Changes to Subcontractors and Subcontractor responsibilities, if any
- j. Number of Program complaints received

3.3. Implementer will provide additional data or information as required by the CPUC.

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4. Allowable Costs

Allowable Costs Table	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	3/30/2006
Cost Categories	Allowable Costs
Administrative Cost Category	
	Managerial and Clerical Labor
	Implementer Labor - Clerical
	Implementer Labor - Program Design
	Implementer Labor - Program Development
	Implementer Labor - Program Planning
	Implementer Labor - Program/Project Management
	Implementer Labor - Staff Management
	Implementer Labor - Staff Supervision
	Human Resource Support and Development
	Implementer Labor- Human Resources
	Implementer Labor - Staff Development and Training
	Implementer Benefits - Administrative Labor
	Implementer Benefits - Direct Implementation Labor
	Implementer Benefits - Marketing/Advertising/Outreach Labor
	Implementer Payroll Tax - Administrative Labor
	Implementer Payroll Tax - Direct Implementation Labor
	Implementer Payroll Tax - Marketing/Advertising/Outreach Labor
	Implementer Pension - Administrative Labor
	Implementer Pension - Direct Implementation Labor
	Implementer Pension - Marketing/Advertising/Outreach Labor
	Travel and Conference Fees

Assessment and Planning Report for Utility Manager System

Allowable Costs Table	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	3/30/2006
Cost Categories	Allowable Costs
	Implementer - Conference Fees
	Implementer Labor - Conference Attendance
	Implementer - Travel - Airfare
	Implementer - Travel - Lodging
	Implementer - Travel - Meals
	Implementer - Travel - Mileage
	Implementer - Travel - Parking
	Implementer - Travel - Per Diem for Misc. Expenses
	Overhead (General and Administrative) - Labor and Materials
	Implementer Equipment Communications
	Implementer Equipment Computing
	Implementer Equipment Document Reproduction
	Implementer Equipment General Office
	Implementer Equipment Transportation
	Implementer Food Service
	Implementer Office Supplies
	Implementer Postage
	Implementer Labor - Accounting Support
	Implementer Labor - Accounts Payable
	Implementer Labor - Accounts Receivable
	Implementer Labor - Facilities Maintenance
	Implementer Labor - Materials Management
	Implementer Labor - Procurement
	Implementer Labor - Shop Services
	Implementer Labor - Administrative

Assessment and Planning Report for Utility Manager System

Allowable Costs Table	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	3/30/2006
Cost Categories	Allowable Costs
	Implementer Labor - Transportation Services
	Implementer Labor - Automated Systems
	Implementer Labor - Communications
	Implementer Labor - Information Technology
	Implementer Labor - Telecommunications
Marketing/Advertising/Outreach Cost Category	
	Implementer - Bill Inserts
	Implementer - Brochures
	Implementer - Door Hangers
	Implementer - Print Advertisements
	Implementer - Radio Spots
	Implementer - Television Spots
	Implementer - Website Development
	Implementer Labor - Marketing
	Implementer Labor - Media Production
	Implementer Labor - Business Outreach
	Implementer Labor - Customer Outreach
	Implementer Labor - Customer Relations
Direct Implementation Cost Category	
	Financial Incentives to Customers
	Activity - Direct Labor
	Implementer Labor - Facilities Audits
	Implementer Labor - Curriculum Development
	Implementer Labor - Customer Education and Training
	Implementer Labor - Customer Equipment Testing and Diagnostics

Assessment and Planning Report for Utility Manager System

Allowable Costs Table	
<p>The cost items listed on the Allowable Costs sheet are the only costs that can be claimed for ratepayer- funded energy efficiency work. The costs reported should be only for costs actually expended. Any financial commitments are to be categorized as commitments. If the reporting entity does not have a cost as listed on the cost reporting sheet, then no cost is to be reported for that item. These Allowable Cost elements are to be used whenever costs are invoiced or reported to the CPM. If there is a desire to include additional Allowable Cost elements, the CPM should be contacted in order to seek approval from the CPUC.</p>	
	3/30/2006
Cost Categories	Allowable Costs
	Installation and Service - Labor
	Implementer Labor - Customer Equipment Repair and Servicing
	Implementer Labor - Customer Equipment Repair and Servicing
	Direct Implementation Hardware and Materials
	Implementer - Direct Implementation Literature
	Implementer - Education Materials
	Implementer - Energy Measurement Tools
	Implementer - Installation Hardware
	Implementer -Audit Applications and Forms
	Rebate Processing and Inspection - Labor and Materials
	Implementer Labor - Field Verification
	Implementer Labor - Rebate Processing
	Implementer - Rebate Applications

Appendices

Appendix C: Billing Schedule

Appendix C - Billing Table						
Instructions: Please fill in items in yellow.						
	Sub-Task	Implementer Costs		Subcontractor Costs ²	Total Program Cost	
		Labor ¹	Expenses ²	Labor & Expenses		
Task 1 - Program Ramp-up		Included in Task 2 through Task 3				
Task 1 (Not-to-Exceed Budget)						
Task 2 - Strategic Plan Goal 3						
A. Establish Enterprise Energy Efficiency Management Information Systems (EEMIS)		3.1.2				
A.1. Kickoff meeting with Los Angeles County and an understanding of the timeline		\$2,500	\$500		\$3,000	
A.2. EEMIS/Utility Manager Assessment and Planning Report completed (including evaluation of Los Angeles County EEMIS system) for review and comment by SCE; if Los Angeles County EEMIS system is not adopted, provide rationale.		\$3,500	\$500		\$4,000	
A.3. If Los Angeles County EEMIS is not adopted, develop, issue RFP; procure Utility Manager/EEMIS System		\$12,000	\$1,000		\$13,000	
A.4. Create Program Management Plan (PMP) template		\$12,000	\$1,000		\$13,000	
A.5. Begin implementation of PMP for each Participating Municipality				\$400,000	\$400,000	
A.6. Recruit and enroll participants in Utility Manager EEMIS from Participating Municipalities; customize PMP for each Participating Municipality		\$10,000	\$1,000		\$11,000	
A.7. Test network connectivity and functionality for facilities of each Participating Municipality				\$20,000	\$20,000	
A.8. Prepare Utility Manager/EEMIS Installation Report		\$15,000	\$2,000		\$17,000	
A.9. Hire interns to provide EEMIS software support		\$23,500	\$4,000		\$27,500	
A.10. Establish tool lending library		\$7,500	\$5,000		\$12,500	
A.11. Assess the value and benefits of the Program and report list of identified needs as they occur.		\$5,000	\$2,000		\$7,000	
A.12. Deliver Monthly reports from EEMIS system		\$15,000	\$2,000		\$17,000	
Task 2 (Not-to-Exceed Budget)		\$106,000	\$19,000	\$420,000	\$545,000	
Task 3 - Strategic Plan Goal 1						
A. Develop model Orange County comprehensive local government facilities policies and programs		1.1.1				
A.1. Develop, issue and award RFP for professional services for "reach" code development; report on Status of Consultant or Subcontractor to Support the Task.		\$2,000	\$1,000		\$3,000	
A.2. Submit Reach Code Assessment and Planning Report to SCE for review and comment		\$2,000	\$1,000	\$8,000	\$11,000	
A.3. Develop draft model comprehensive Orange County local government code and ordinance amendments for SCE review and comment using information from EEMIS Task 2.		\$3,000	\$1,000	\$8,000	\$12,000	
A.4. Submit final model comprehensive Orange County local government code and ordinance amendments for SCE review and comment		\$3,000	\$1,000	\$1,000	\$5,000	
A.5. Submit draft model energy, maintenance and service level policies covering facilities under management control for SCE review and comment		\$3,000	\$1,000	\$8,000	\$12,000	
A.6. Deliver final model energy, maintenance and service level policies covering facilities under management control for SCE review and comment		\$3,000	\$1,000	\$5,000	\$9,000	
A.7. Customize policies for a minimum of four (4) member city's needs for presentation to Council and/or city executives for consideration to adopt comprehensive energy policies for local government facilities		\$3,000	\$1,000	\$8,000	\$12,000	
A.8. Present customized policies to City Councils and other city executives; provide effective date of new codes and ordinance, or reasons for rejection and alternative plans.		\$10,000	\$1,000	\$2,000	\$13,000	
A.9. Submit code to CEC for approval Under Section 10-106 (N/A under government facilities)		\$0	\$0	\$0	\$0	
A.10. Deliver Monthly reports from tracking system		\$3,000			\$3,000	
Task 3 (Not-to-Exceed Budget)		\$32,000	\$8,000	\$40,000	\$80,000	
Task 4 - Invoicing and Reporting						
Task 4 (Not-to-Exceed Budget)		Included in Task 2 through Task 3				
Task 5 - Ramp-Down and Shut-Down Program						
Task 5 (Not-to-Exceed Budget)		Included in Task 2 through Task 3				
Task 6 - Submit Final Program Report						
Task 6 (Not-to-Exceed Budget)		Included in Task 2 through Task 3				
Grand Total (All Tasks)		All	\$138,000	\$27,000	\$460,000	\$625,000
Notes:						
1) Labor: Consultant shall invoice SCE at the fixed hourly rates for the applicable labor categories stated in the Purchase Order for time spent directly engaged in performance of the Work by Consultant's employees. Such fixed hourly rates shall be inclusive of all of Consultant's overhead costs (including all taxes and insurance), administrative and general fees, and profit.						
2) Expenses: All reimbursable expenses shall be authorized by SCE in writing prior to the expenditure. Any expenses not so approved by SCE shall not be reimbursed. All expenses shall be charged at cost, without mark-up, and shall be necessary, reasonable and ordinary.						
a) Material Costs: Material costs shall be substantiated with an invoice stating the unit price, quantity, and other information as required to identify the Work.						
b) Subcontract Labor Costs: Subcontracted Work shall be charged at the hourly rates actually paid by Consultant, not to exceed the hourly rates set forth in the Purchase Order for Work by the Consultant. Consultant shall provide Subcontractor invoices for any Consultant invoice that includes Subcontractor costs.						
c) Out-of-Pocket expenses: Miscellaneous costs such as telephone communications, routine copying, electronic mail, facsimiles, computer time and in-house technical software						
d) Travel Costs: Approved air travel costs shall in no case exceed economy or coach fare, whichever is reasonably available. Automobile travel from Consultant's office to the Jobsite and to SCE's general offices shall be paid at the fixed mileage rate stated in the Purchase Order, or if not stated, at SCE's rate for SCE employees.						
3) Budget Changes: Changes in the Not-to-Exceed Budgets (highlighted in grey) require a Contract change order. All other changes in the Budget require written authorization from the CPM						
4) Budget Changes: Changes in the Budget for all other Tasks require written authorization from the CPM.						

Appendices

Appendix B: Request for Proposal



REQUEST FOR PROPOSAL

FOR

***ORANGE COUNTY CITIES SOUTHERN CALIFORNIA EDISON (SCE) ENERGY
EFFICIENCY STRATEGIC PLAN: Develop Enterprise Energy Management Information
System ("EEMIS") Request for Proposal ("RFP")***

Administration Department
CITY OF HUNTINGTON BEACH

Released on 04/22/2011

Appendices

**ORANGE COUNTY CITIES SOUTHERN CALIFORNIA EDISON (SCE) ENERGY
EFFICIENCY STRATEGIC PLAN: Develop Enterprise Energy Management Information
System (“EEMIS”)
REQUEST FOR PROPOSAL (“RFP”)**

1. PURPOSE

The scope of work described in this RFP is funded by Southern California Edison (“SCE”) Public Goods Charge (“PGC”) funds. The purpose of this RFP is to solicit proposals for fully operational Enterprise Energy Management Information System (“EEMIS”) including acquisition, implementation, training and support for the four cities (“Partner Cities”): Costa Mesa, Fountain Valley, Huntington Beach, Irvine and Westminster. This will serve as the Partner Cities’ utility billing software for measurement and verification of energy usage and quantifying carbon emissions.

7.5.2.1.1.1

2. BACKGROUND

Following Decision 09-09-047, the California Public Utilities Commission (“CPUC”) authorized Southern California Edison to conduct strategic plan activities centered on energy efficiency and addressing the “Big, Bold” strategies and related local government goals found in the CPUC’s California’s Long-Term Energy Efficiency Strategic Plan (“CEESP”)⁶. Based on this authorization, SCE conducted a solicitation.

One of the funded activities is for the Orange County Cities Strategic Plan Strategies (the “EEMIS Activity”). The EEMIS Activity will be implemented by the City of Huntington Beach and under a Memorandum of Understanding (“MOU”) between Huntington Beach and the Partner Cities. This activity will allow the Partner Cities to access facility energy consumption, archive billing data, and report and analyze energy consumption data.

⁶ Please go to <http://www.cpuc.ca.gov/PUC/energy/Energy+Efficiency/eesp/> for a copy of the CEESP.

Appendices

The overall goal of this EEMIS Activity is to: 1) establish EEMIS computer program to track municipal energy usage with utility data feeds as Required Functionality and; 2) integrate sub-metering with EEMIS for parallel metering and commissioning for future expansion as Required Capability. Through the EEMIS Activity, the selected Firm will develop fully operational EEMIS including acquisition, implementation, training and support for the Partner Cities. In addition, firm will

3. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	04/22/2011
Deadline for Written Questions	05/02/2011
Responses to Questions Posted on Web	05/09/2011
Proposal Due Date	05/23/2011
Proposal Evaluation Completed	06/14/2011
Approval of Contract	TBD

4. SCOPE OF WORK

Firm will provide goods and services with limited city staff support to: This will be deployed by developing a fully operational EEMIS including acquisition, implementation, training and support for end-users. The utility billing software will measure and verify energy usage and quantify carbon emissions. The vendor will provide a completely operational system whether or not tasks are included in criteria. This project is time sensitive and the scope of work must be complete by 09/30/2012.

A. Phases

- RFP
- Grant and contract approval by Council
- Kick-off meeting
- Create Program Management Plan (PMP)
- Customize PMP for each Partner City
- Test network connectivity and functionality for each Partner City
- EEMIS implementation with internal support
- Deploy and configure load with 12 months historical data

Appendices

B. System Design

EEMIS shall be designed to allow authorized users access via standard web browser, such as Microsoft® Internet Explorer 7.0 or above. EEMIS shall be 100% web native, requiring no plug-ins or middleware on the users' desktop/laptop.

C. Requirements

- **Required Functionality shall be provided**
EEMIS will track municipal energy usage from electronic feed billing determinants from utility data.
- **Required Capability to be upgraded in future**
EEMIS will integrate sub-metering for parallel metering and commissioning for future expansion. (for consideration as required functionality, include as Additive Alternate ("Add/Alt"). This shall be capable of being enabled at no additional licensing cost.

D. Criteria

Each phase is to address each of the criteria:

1) Criteria One: Energy Procurement

At a minimum, EEMIS shall provide the following:

a. **Historical Use Profile**

EEMIS will generate usage and demand profiles for energy procurement and energy risk management. Each Partner City will have the ability to identify time periods and data frequency (i.e. hourly, daily, monthly) for individual or multiple facilities. Additionally, EEMIS shall develop average weekday and weekend profiles for user-defined monthly periods, meters, sites or aggregate points.

b. **Flexible Profile Aggregation**

EEMIS will allow Partner Cities to define and analyze flexible profile aggregation bundles to optimize energy pricing and risks in energy procurement. EEMIS will allow Partner Cities to identify and save alternative utility metering groups by building type, size, geographic location and so forth for analysis, reporting, general fund, enterprise fund, and procurement purposes

c. **Energy RFP Information**

EEMIS will provide necessary data to produce procurement RFP's for energy efficiency and sustainability projects. Provided data will include forecasted energy profile and volume data for actual and typical day types, throughout selected accounts and account categories.

Appendices

d. Rate and Bid Option Evaluation

EEMIS will provide alternative rate plan comparisons, ranging from simple to complex, and conduct bid sensitivity analyses around volume forecast variances. Partner Cities will be able to model alternative rate and pricing plan proposals for decision making purposes. Partner Cities' analysts will be able to compare energy use forecast sensitivities against the proposed rate plan to establish the optimal risk adjusted proposal. Billing grade rates accuracy (+/- 0.05%) will be offered and maintained on an ongoing basis for five (5) years.

2) Criteria Two: Maintenance and Operations

At a minimum, EEMIS shall provide the following:

a. Facility ENERGY STAR® Benchmarking with Indexing

EEMIS will allow for comparison of analogous facilities for benchmarking and index usage data by size, activity, occupancy, and weather variances. Benchmarking will include both comparisons of total energy cost and use for Partner Cities' defined periods covering multiple years.

b. Capital Project Analysis and Verification

EEMIS will provide ability to confirm proper equipment sizing, marginal energy cost impacts, and verify projected avoided costs. Partner Cities will be capable of correlating independent variables such as weather and internal temperature with equipment sizing and loading profiles to establish optimal economic sizing and efficiency ratings. EEMIS will allow Partner Cities to establish the energy cost implications of alternative equipment using facilities' actual rate structure.

c. Demand Management and Price Response

EEMIS will provide demand response programs participation by allowing Partner Cities to reduce energy use in response to short notice pricing incentives. Demand response shall cover multiple facilities and include capability of balancing load reductions throughout facilities.

d. Peak Demand Limiting Strategies

EEMIS will provide monthly peak demand monitoring. Demand monitoring will cover multiple facilities and consist of aggregate demand levels monitoring for all facilities under a specified energy contract.

e. Alarm Management, Notification and Archiving

Appendices

EEMIS will provide generation, prioritization, notification, and analysis of alarm events. Alarm events will be stored in the EEMIS to permit trend analysis for maintenance purposes.

f. Equipment Diagnostics and Health Monitoring

EEMIS will provide facility equipment monitoring, identifying anomalies, and assisting in diagnostics to resolve the situation. Analysis will include quantifying the correlation of energy use to operational variables to improve productivity of maintenance management personnel. Partner Cities will be able to graphically examine current and historical values for key equipment parameters. Historical data will be available online for two years to perform trend analysis. EEMIS will track equipment run-time hours for predictive maintenance purposes.

3) Criteria Three: Finance and Accounting

At a minimum, EEMIS shall provide the following:

a. Bill Audit and Error Checking

EEMIS will provide automatic bill auditing to identify and report use and pricing errors in monthly utility bills.

b. Cost Allocation

EEMIS will allocate costs to different departments or product lines sharing a facility. Partner Cities will allocate monthly utility bills through a percentage/fixed fee allocation method and calculation of cost based on-metered usage and internal transfer prices.

c. Energy Use Allocation

EEMIS will allocate energy use (kWh/therms) to different departments by meter or facility.

d. Bill Verification with Complex Pricing

EEMIS will recalculate and verify utility bills for complex rates, including real-time pricing, time-of-use, demand ratchets, reactive power, power factor penalties, and unbundled pricing structures for commodity, transmission, and distribution charges. Bill recalculation will incorporate standard rate plans and negotiated customer specific pricing arrangements. Bill recalculations will be performed utilizing interval data collected from the field and not utilizing bill determinants taken from utility provider's bill. This ensures all energy use and demand is calculated with correct TOU parsing and associated seasonality.

e. Baseline Tracking and Normalization

Appendices

EEMIS will monitor and report actual energy use and cost versus baselines figures and normalize information for weather and other energy drivers. EEMIS will store actual baseline usage and cost values for analysis and reporting purposes.

f. Budget and Baseline Variance

EEMIS will support energy budget development and energy expenditures against monthly budgets tracking. Partner Cities will be notified of budget variances. Monthly budget data will be stored in EEMIS for energy use and cost.

g. Carbon Finance

EEMIS shall comply with carbon protocols suitable for credit sale. Firm should demonstrate ability to create new sustainable fund sources for local government energy efficiency projects through carbon finance.

4) Criteria Four: Utility Billing

At a minimum, EEMIS shall provide the following:

a. Bill Data Input

All utility billing determinants will automatically import and download from utility into EEMIS. Firms without demonstrated experience in electronic billing data management with SCE are not qualified. EEMIS will provide automated electronic import of bills, direct from utility providers.

b. Online Repository for Incoming Bills

EEMIS will download and store bills from utility providers electronically in an online database for reporting and analysis through browser-based user interface.

c. Error Checking for Bill Data

EEMIS will perform reliability checks on incoming bills from utility providers. Checks will include evaluating current month energy use, demand, price, and cost to prior months and years. EEMIS will check for billing cycle continuity to detect possible billing errors.

d. Interval Data Input

EEMIS will automate import of interval data from various data sources. EEMIS will include AMR interfaces, meter data databases, building control systems, IP meters, meter serial interfaces, meter pulse options, and batch data import (i.e. flat files).

e. Error Checking for Interval Data

Appendices

EEMIS will include interval data validation to detect gaps and/or spikes.

EEMIS will allow option to automatically fill and/or correct data.

f. Multiple Methods of Bill Calculation

EEMIS will utilize various methods to calculate bills for utilities produced on-site and purchased. Bill calculation methods will include:

- Apply multi-component rate structures to metered usage
- Apply rates to estimated usage
- Create usage estimates based on square footage and usage indices
- Split incoming utility bills between multiple recipients

g. Rate Modeling

Partner Cities will model and apply rates with the following:

- Separate rates for commodity, transmission, and distribution
- Unlimited channels per meter
- Maintain rate change and adjustment histories
- Index to real-time price feeds from price exchanges
- Load factor, power factor, and price blocks
- Demand ratchets and demand charges
- Multiple calendar definitions such as different definitions of winter and summer, break periods that can be defined once and referenced various times
- Multiple TOU definitions that can be defined once and referenced various times
- Referenced charges such as fuel adjustments or surcharges that can be defined once and referenced various times

h. Cost Allocation Reporting

EEMIS will calculate facilities departments' energy usage for purposes of behavioral energy management.

5) Criteria Five: Technology

At a minimum, EEMIS shall provide the following:

a. Licensing

Partner Cities **require a perpetual software license with unlimited usage** to manage energy use, cost, and risk. EEMIS will have flexibility to allow Partner Cities, Supplier, or third-party to host EEMIS in their respective data centers. The license will not limit the total number of users or concurrent users

b. Warranty

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Provide warranty that shall commence after successful EEMIS implementation and acceptance of work by the Partner Cities. Warranty period shall be one year from the acceptance date. During the warranty period, all of the services listed, but not limited to the following, shall be provided to the Partner Cities on a no-charge basis:

- Bug patches and fixes within 12 months of release
- Updates and upgrades within 12 months of release
- Firmware within 12 months of release
- Technical support to include telephone helpdesk service with guaranteed response time of no more than four (4) hours
- Remote diagnostic support
- On-site support for error resolution events

c. Support and Maintenance

Provide a post warranty itemized yearly cost for an ongoing maintenance agreement as defined in the warranty section. The Firm will identify a fixed cost for a period of not less than ten (10) years and certify that it will support offered system for no less than ten (10) years.

d. Hardware: Servers and Backup

Firm will include, as an option, all required server(s) with backup system, media, and tape backup software for EEMIS. The Firm will include in its proposal the required server(s) specifications and projected itemized cost for recommended equipment.

e. Web Based Applications

EEMIS will support access to Partner Cities' reporting functions through the Internet and/or Internet utilizing browser-based technology.

f. Internet Based Communications

EEMIS will support Internet use for data communication between facilities and central software application to minimize communication costs. The technology will be able to transmit data through firewalls and contain local data storage capabilities to avoid lost data due to Internet communications failure. All utility readings will be capable of being displayed in *real-time*.

g. Scalable Across Various Sites

EEMIS will scale to include hundreds of thousands of monitoring points within thousands of buildings all supported by single instance of the database and application. System performance will comply with commercial standards. The database will support scalability to grow as needs expand.

h. Industry Standards, Commercially Available Off the Shelf ("COTS") Software

Appendices

Firm's solution will be based on COTS software and not a costly to maintain customized solution. The primary database will be commercially supported and accessible by analysis and reporting software applications. The primary platform technology will be based on industry standard technologies.

i. Field Hardware Neutral

As a future capability, EEMIS will process data from various building automation and sub-metering systems for analysis and reporting. EEMIS will support a variety of hardware data collection devices without requiring hardware device replacement and upgrades (for consideration as required functionality, include as an Add/Alt).

j. Graphical User Interface

EEMIS will make available graphical user interface where Partner Cities may define and build their own screens to navigate EEMIS, view real-time meter reading values and/or operating variables, extract standard reports, or perform control activities for additional systems in the field.

k. Two-Way Communication

EEMIS will control devices or systems to shed load when particular parameters met. Secure, two-way communications must be permitted using the Internet and Intranet to minimize communication costs.

l. Integration with External Data Source

EEMIS will support accessing and pushing data to and from external sources. Examples of data include: weather from weather content service; real-time prices and market settlement data from local market operator; accounting data to Accounts Payable system; and electronic bill data from utility providers.

m. Multiple Data Type Support

EEMIS will support multiple data types for analysis and reporting purposes such as instance energy, temperature, occupancy, financial, and other facility related data.

n. Remote System Administration

EEMIS will permit system administration to be performed in-house and not require vendor services. System administrators will remotely access EEMIS for facility, equipment, and Partner Cities' access configuration. System administrators will login to EEMIS from their office locations to administer and maintain most aspects of EEMIS.

o. Workflow Management

Appendices

EEMIS will contain flexibility to perform data point calculations, comparisons, and any user-defined data manipulation. EEMIS will represent business logic encompassing any energy or non-energy related data points to generate alerts or send controls signals to building automation systems.

p. Reporting – Dashboards

EEMIS will contain comprehensive library of standard, energy, and water specific reports types delivered *out of the box* without requiring system administrators to setup and define reports. All reports will be easy export MS Excel.

q. Custom Reporting

EEMIS will allow Partner Cities to create custom reports utilizing third party reporting tools such as MS Excel, MS Access, and Crystal Reports.

r. Push Information

EEMIS will send notifications to Partner Cities on both an exception basis and scheduled basis.

s. Online Help

EEMIS must include an Online Help Facility.

t. Unit Conversions

EEMIS will store multiple units of measure for the same commodity and automatically execute unit conversion for reporting in common units. EEMIS will manage several currency units in a single instance of the database and allow automatic conversion into a single currency unit for reporting purposes.

u. Greenhouse Gas Emissions and Pollution Reporting

EEMIS will automate calculating and reporting processes for greenhouse gas emissions and pollution reporting that is tightly linked to measurement and verification features to support carbon finance.

v. ENERGY STAR® Interface

EEMIS will include interface to ENERGY STAR® for automating data transmission and facilities' certification.

6) Criteria Six: Business

At a minimum, EEMIS shall provide the following:

a. Certified Integration Partners

Firm will have network of independent, certified integration partners. EEMIS will be supported by Integration Partners able to provide design, installation, training, and support services.

Appendices

b. Deep Energy Expertise

Firm will have solid experience in demand and supply-side energy expertise in company's services and development areas. The Firm will have deep energy experience and expertise.

c. Enterprise Energy Demonstrated Competence

Firm will have dedicated resources to maintain EEMIS.

d. Strong Customer References

Firm will have proven track record of delivering value to their clients and being on time and on budget.

5. PROPOSAL FORMAT GUIDELINES

Interested contractors are to provide the City of Huntington Beach with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 25 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the bidder's response:

A. Vendor Application Form and Cover Letter

Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Huntington Beach, California and the office from which the project will be managed.

B. Background and Project Summary Section

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

C. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

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- 1) An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
- 2) Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
- 3) Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
- 4) Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- 5) Detailed description of scope of work performed in-house, followed by list of preferred subcontractors to perform out of house work.

D. Staffing

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

E. Prime Contractor and Subcontractors

Funding is provided pursuant to the Public Goods Charge collected from gas and electric utility customers pursuant to state law.

F. Qualifications

The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- 1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.
- 2) A summary of the your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.
- 3) Provide at least five local references that received similar services from your firm. The City of Huntington Beach reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

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- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address

G. Fee Proposal

Lump sum not to exceed price including a list of hourly rates by title is required. Submit base proposal and Add/Alts. In addition, submit three price proposals for 1) Hosted Solution, 2) Cloud, and 3) City Owned Hardware in a second sealed envelope labeled with Firm's name and contact information.

6. PROCESS FOR SUBMITTING PROPOSALS

- **Content of Proposal**
The proposal must be submitted using the format as indicated in the proposal format guidelines.
- **Preparation of Proposal**
Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Number of Proposals**
Submit five (5) copies and one (1) PDF formatted digital copy on a CD-Rom of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.
- **Submission of Proposals**
Complete written proposals must be submitted in sealed envelopes to:

Jim Slobojan, Fiscal Services Manager
City of Huntington Beach
Finance Department
2000 Main Street
Huntington Beach, CA 92648-2702
RE: Orange County Cities EEMIS

and received no later than 4:00 p.m. (P.S.T) on 05/23/2011. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

- **Inquiries**
Questions about this RFP must be directed in writing, via e-mail to:
Jim Slobojan, Fiscal Services Manager
jslobojan@surfcity-hb.org

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From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the contracting officer listed above regarding this RFP, except during the pre-proposal conference. Refer to the Schedule of Events of this RFP or the City webpage to determine if a pre-proposal conference has been scheduled. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Huntington Beach, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

7. EVALUATION CRITERIA

The City's consultant evaluation and selection process is based upon Qualifications Based Selection (QBS) for professional services. The City of Huntington Beach may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- A. Compliance with RFP requirements
- B. Understanding of EEMIS requirements
- C. Methodology and Approach including schedule
- D. Knowledge and experience with EEMIS projects including recent experience, educational background, work experience, and directly related consulting experiences
- E. Fee Proposal
- F. References

The City may also contact and evaluate the bidder's and subcontractor's references; contact any bidder to clarify any response; contact any current users of a bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City.

After written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, the oral interview will be a question/answer format for the purpose of clarifying the intent of any portions of the proposal. The individual from your firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

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A Notification of Intent to Award may be sent to the vendor selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

8. STANDARD TERMS AND CONDITIONS

- Amendments
The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Huntington Beach Procurement Registry, [Huntington Beach - Official City Web Site - Business - Bids & RFP's](#); bidders should check this web page daily for new information.
- Cost for Preparing Proposal
The cost for developing the proposal is the sole responsibility of the bidder. All proposals submitted become the property of the City.
- Contract Discussions
All contractual exceptions must be noted by firm. Prior to award, the apparent successful firm may be required to enter into discussions with the City to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification. If no resolution is reached, the proposal may be rejected and discussions will be initiated with the second highest scoring firm. A sample agreement is attached to this Request for Proposal.
- Confidentiality Requirements
The staff members assigned to this project may be required to sign a departmental non-disclosure statement. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.
- Financial Information
The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow for an evaluation of your firm's financial capabilities.
- ◆ Insurance Requirements
City Resolution 2007-3 requires that licensees, lessees, and vendors have an **approved** Certificate of Insurance (not a declaration or policy) on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful bidder must furnish the City with the Certificates of Insurance proving coverage as specified in Appendix B. Failure to furnish the

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required certificates within the time allowed will result in forfeiture of the Proposal Security.

Please carefully review the Sample Agreement and Insurance Requirements before responding to the Request for Proposal enclosed herein. The terms of the agreement, including insurance requirements have been mandated by City Council and can be modified only if extraordinary circumstances exist. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.

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**ORANGE COUNTY CITIES SOUTHERN CALIFORNIA EDISON (SCE) and SOUTHERN CALIFORNIA GAS COMPANY (SoCalGas) ENERGY EFFICIENCY STRATEGIC PLAN:
Develop Model Orange County Comprehensive Local Government Facilities Policies and Educational Outreach**

SAMPLE AGREEMENT AND INSURANCE REQUIREMENTS

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

FOR

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY, and _____, a _____ hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to _____; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates _____ who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

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CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM: TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20____ (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than _____ from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed _____ Dollars (\$_____).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to

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CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting

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provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment

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compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the

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other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

**ORANGE COUNTY CITIES SOUTHERN CALIFORNIA EDISON (SCE) ENERGY
EFFICIENCY STRATEGIC PLAN: Develop Enterprise Energy Management Information
System ("EEMIS")
SAMPLE AGREEMENT AND INSURANCE REQUIREMENTS**

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

FOR

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY, and _____, a _____ hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to _____; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

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CONSULTANT hereby designates _____ who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

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CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

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In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed _____ Dollars (\$_____).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including,

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without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

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CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this

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Agreement as an independent contractor herein and not as an employee of CITY.

CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed

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envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach

ATTN: _____

2000 Main Street

Huntington Beach, CA 92648

TO CONSULTANT:

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a

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whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party

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shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

CONSULTANT's initials _____

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the City Council. This Agreement shall expire when terminated as provided herein.

CONSULTANT,

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COMPANY NAME

By: _____

print name

ITS: (circle one) Chairman/President/Vice President

AND

By: _____

print name

ITS: (circle one)

Secretary/Chief Financial Officer/Asst. Secretary – Treasurer

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

Mayor

City Clerk

INITIATED AND APPROVED:

_____ Director/Chief

REVIEWED AND APPROVED:

City Administrator

APPROVED AS TO FORM:

City Attorney

Appendices

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

1.

2.

C. CITY'S DUTIES AND RESPONSIBILITIES:

1.

2.

D. WORK PROGRAM/PROJECT SCHEDULE:

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EXHIBIT A EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

B. Travel Charges for time during travel are not reimbursable.

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.

2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.

3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the

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reasons for non-approval and the schedule of performance set forth in Exhibit "A" may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or

EXHIBIT B

has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

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EXHIBIT B

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EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.
2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due.

Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in Exhibit "A" may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

1. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services

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requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

EXHIBIT B