

CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR

This CONTRACT is entered into this ____day of May 2012, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and Abraxas Energy Consulting, a California Corporation (hereinafter referred to as "Consultant").

WITNESSETH

WHEREAS, the County has a need for special services in developing the PG&E Innovator Pilot Program for Small and Medium Business Energy Efficiency (hereinafter referred to as Innovator Pilot Program); and

WHEREAS, Consultant is specially trained, experienced, expert and competent to perform such special services; and

WHEREAS, The County has entered into a contract with Pacific Gas and Electric Company (hereinafter referred to as "PG&E"), which calls for a subcontract to develop the Innovator Pilot Program.

NOW THEREFORE, the parties mutually agree as follows:

I. PREPARING THE INNOVATOR PILOT PROGRAM

A. DUTIES OF THE CONSULTANT.

1. The Consultant shall conduct the following tasks and submit the necessary documents in phases as described below: (a) Energy Analysis of Buildings, (b) Scoping Audits, and (c) Evaluation Measurement and Verification, (d) Report on Effectiveness of Preliminary Energy Audit Tool. Consultant agrees to perform the tasks and prepare the documents in compliance with the Scope of Work as described in **Exhibit 1** (attached).

a. Energy Analysis of Buildings. The Consultant shall draft an agreement for customers requiring implementation of measures with a 1 year or less payback and develop screening questions for applicants. The Consultant will utilize existing energy analysis software to determine which buildings are most in need of energy audits. The software will give each building a score which will rank the buildings against their peers (in the same building classification type, i.e. restaurants, offices, etc.) The Consultant shall use the results to determine which buildings should undergo a scoping audit. The Consultant shall submit a

preliminary report presenting the results of the initial energy analysis software screening for the first 60 buildings analyzed. The report shall include criteria used to select buildings that should be audited, along with scores of the different buildings that have been tested.. The report is to be considered a progress report.

b. Scoping Audits. The Consultant will hire Cal Poly students to receive training and participate in the pilot program. The Consultant will conduct audits in approximately 40 sites that were identified by the energy analysis screening tests. The audits will be broken out into three different building type sectors which have yet to be identified. Two of the sectors will have 13 audits, and one will have 14 audits. . The Consultant and the County will deliver reports to customers and PG&E. The Consultant will provide assistance with PG&E incentive applications. The Consultant, in cooperation with the County, will characterize the energy consumption in each sector and identify low-cost, medium–cost, and high-cost retrofit opportunities for each audit and the sector as a whole.

Scoping audits will be tailored to provide the most information with the least amount of costly engineering time. Many parts of a traditional ASHRAE Level 2 audit will not be included (i.e. detailed facility summary, bill audit, functional analysis, description of calculations, listing of assumptions, impact on existing equipment, equipment lifetime, effect on other equipment, impact on O&M activities, impact on occupant comfort, benchmarking). The Consultant will provide a report on the scoping audits, which will include:

- Executive Summary
- Table of ECMs, Costs, Tables, Incentives & Savings
- Utility Bill Analysis
- Limited Facility Summary
- For Each ECM found:
 - Rudimentary Building and Energy Systems Description
 - Description of Current Conditions
 - Description of ECM
 - Energy and Cost savings
 - Available Incentives
 - Financial Analysis (Simple Payback)
 - Scope of Work

Scoping energy audits will provide information on energy savings projects for the customer. Calculations will be done using rules from PG&E's RCx program. Engineers will prepare calculations with the expectation that they will undergo third party review. All assumptions will be documented; calculation methodologies will be clearly described. The Consultant, along with the County and PG&E account representative, will then discuss the audit results with customers and next steps that can be taken.

The Consultant will work with the County to develop a report, which will characterize the energy consumption in each sector and identify low-cost, medium-cost, and high-cost retrofit opportunities for each audit and the sector as a whole.

c. Evaluation Measurement and Verification. The Consultant will provide a post-retrofit site inspection confirming that work was done and determining energy savings using Option A or Option C M&V as defined by the IPMVP. The County will facilitate a program evaluation by a third party consultant and PG&E.

d. Final Report on Effectiveness of Preliminary Energy Audit Tool. The Consultant will write Report on Effectiveness of Preliminary Energy Audit Tool..

The report will have the following components:

- Executive summary
- Description of the Preliminary Energy Audit Tool
- Description of method taken to perform Preliminary Energy Audit:
 - Graphical representations of tool results vs. energy opportunities found
 - Conclusion of the validity of the preliminary audit tool as an indicator of opportunity for energy conservation
- Recommendations for whether and how to utilize the Preliminary Energy Audit Tool in future PG&E utility programs
- Measure of effectiveness of using the Preliminary Energy Audit Tool

B. DUTIES OF THE COUNTY.

1. The County will make any documents, relevant to the proposed project, in the possession of County available to the Consultant.

2. The County will provide for payment to the Consultant as provided by the terms of this Contract. The County will expeditiously review all work submitted by the Consultant in order to assure prompt payment of invoices. At the request of the Consultant, the County will explain in writing any delay, not the result of the Consultant, that would prevent payment of the invoice within 45 days of receipt by the County.

C. LUMP SUM PAYMENT.

1. County's Maximum Cost of the Innovator Pilot Program. The Contract for the services provided for the Innovator Pilot Program is a lump sum Contract. It is not a time and materials Contract. The County will pay the Consultant a maximum amount of four hundred eighteen thousand, seven hundred seventy three dollars (\$418,773) for a County-approved, Innovator Pilot Program as required by Section I of this contract. The County will pay the Consultant in staged payments throughout the performance of the Contract. The sums due under the timing of these staged payments are tied to products delivered by the Consultant to the County, and approval of such products by the County prior to payment.

2. Time of payment. At the request of the County, the Consultant shall submit itemized statements for work performed on each phase or from the execution of the Contract to the date of the request. The County has the right to access and copy the records to verify all work performed on the Contract to date. The County's right to inspect and copy records is in addition to the legal rights and liabilities of the parties.

a. Consultant will be paid the maximum amount of fifty thousand, four hundred forty dollars (\$50,440), within forty-five (45) days after the County receives a correct invoice, and receives and approves the Energy Analysis of Buildings deliverables. If the Contract is terminated before the Consultant expends fifty thousand, four hundred forty dollars (\$50,440), the County is entitled to a refund of the difference between the itemized billing amount for the work to termination date based on the rates and schedules in Exhibit 1.

b. Consultant will be paid the maximum amount in of three hundred eight thousand five hundred ninety three dollars (\$308,593), within forty-five (45) days after the County receives a correct invoice, and receives and approves the Scoping Audits and associated meeting summaries. The timing of payment for Scoping Audits are after four (4) are conducted and approved by the County. If the Contract is terminated before the Consultant expends three hundred eight thousand five hundred ninety three dollars (\$308,593), the County is entitled to a

refund of the difference between the itemized billing amount for the work to termination date based on the rates and schedules in Exhibit 1.

c. Consultant will be paid the maximum amount of forty three thousand, two hundred twenty dollars (\$43,220), within forty-five (45) days after the County receives a correct invoice, and receives and approves the Evaluation Measurement and Verification. If the Contract is terminated before the Consultant expends forty three thousand two hundred twenty two dollars (\$43,220), the County is entitled to a refund of the difference between the itemized billing amount for the work to termination date based on the rates and schedules in Exhibit 1.

d. Consultant will be paid the maximum amount of sixteen thousand, five hundred twenty dollars (\$16,520), within forty-five (45) days after the County receives a correct invoice, and receives and approves the Final Report on Effectiveness of Preliminary Energy Audit Tool and associated meeting summaries. If the Contract is terminated before the Consultant expends sixteen thousand, five hundred twenty dollars (\$16,520) the County is entitled to a refund of the difference between the itemized billing amount for the work to termination date based on the rates and schedules in Exhibit 1.

3. Early Termination Payment. If the Contract is terminated prior to the completion of the Innovator Pilot Program for a reason other than breach by the Consultant, the County will pay Consultant for work performed on the Contract from execution to termination, but not to exceed the maximum amount listed below for each approved phase. Subconsultants shall be apportioned to the phase(s) according to the actual billing to the Consultant from the Subconsultant. Payment for attendance at meetings and hearings, travel and per diem shall be allocated to the phase in which the travel occurred. If any phase is not completed and the Contract is terminated due to breach by the Consultant, the amount due Consultant shall be the maximum amount of the Innovator Pilot Program less the amount required to hire and compensate a replacement Consultant to complete the Innovator Pilot Program.

4. Cost Containment. In no event is the Consultant authorized to invoice amounts beyond the maximum amounts in this Contract without prior written agreement signed by the County. Before incurring additional costs or providing additional services, Consultant must inform Planning and Building Director, in writing, of the estimated additional costs. Without prior written approval signed by the County, the County shall not be liable for any amount over the amounts specified herein.

5. Early Payment. For good cause, and in the sole discretion of the County, the County may make early payments during any phase without terminating this Contract. The Consultant shall preserve the work performed to date and minimize the need to repeat work on the current phase. Before receiving an early payment, the Consultant shall submit an itemized statement showing time and materials spent from execution to date, specifically identifying the work done on the phase in progress and the estimated amounts remaining to complete the phase in progress. In no event shall Consultant be entitled early payment for a future phase. The Board of Supervisors delegates the authority to make early payments to the Planning and Building Director provided the Planning and Building Director retains sufficient funds to complete the phase in progress including costs to re-start a delayed phase. The County shall incur no liability for declining to make an early payment.

II. COUNTY CONTRACT WITH PG&E

Consultant shall be a subcontractor as called for under the County's contract with PG&E. As such, the provisions and obligations of the County's contract with PG&E apply to this Contract. The consultant shall abide by the County's contract conditions with PG&E for all their contractors, and suppliers as stated in Exhibit 2 (attached).

III. GENERAL CONDITIONS

A. INDEPENDENT CONTRACTOR.

Consultant shall be deemed to be an independent contractor of County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes, or permits, the County to exercise discretion or control over the professional manner in which the Consultant performs the services which are the subject of this contract; provided always, however, that the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services.

B. NO ELIGIBILITY FOR FRINGE BENEFITS.

Consultant understands and agrees that its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick

leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

C. INDEMNIFICATION.

The Consultant shall defend, indemnify and save harmless the County of San Luis Obispo, its officers, agents and employees, from any and all claims, demands, damages, costs, expenses, judgments or liability arising out of this Contract or attempted performance of the provisions hereof, including but not limited to those predicated upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to Consultant's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments, failure to comply with workers' compensation laws, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of Consultant or his agents, employees or other independent consultants directly responsible to Consultant; providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by Consultant or Consultant's agents, employees or other independent contractors and the County, its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demand, damages, costs, expenses or judgments resulting solely from the conduct of the County.

D. INSURANCE.

Consultant, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Consultant's work under this Contract and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided

to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. Minimum Scope And Limits of Required Insurance Policies. The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL").** Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);

\$1,000,000 for personal injury liability;

\$1,000,000 aggregate for products-completed operations; and,

\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Consultant's work under this Contract.

b. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL").** This policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One million dollars (\$1,000,000) for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Contract. Consultant shall not provide a Comprehensive Automobile Liability policy that specifically lists scheduled vehicles without the express written consent of the County.

c. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL").** This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the laws of the State of California; and

2. Employer's Liability Insurance Coverage B with coverage amount not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

d. **PROFESSIONAL LIABILITY INSURANCE POLICY ("PL").** This policy shall cover damages, liabilities, and costs incurred as a result of Consultant's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Contract and for two (2) years thereafter with respect to incidents which occur during the performance of this Contract). Consultant shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2. **Deductibles and Self-Insurance Retention.** Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Consultant and approved by the County before work is begun pursuant to this Contract. At the option of the County, Consultant shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. **Endorsements.** All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);

b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Consultant's performance of work under this Contract (CGL & BAL);

c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);

d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);

e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);

f. Consultant and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Contract (CGL); and

g. Deductibles and self-insured retentions must be declared (All Policies).

4. Absence of Insurance Coverage. County may direct Consultant to immediately cease all activities with respect to this Contract if it determines that Consultant fails to carry, in full force and affect, all insurance policies with coverage at or above the limits specified in this Contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Consultant's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Consultant.

5. Proof of Insurance Coverage and Coverage Verification. Prior to commencement of work under this Contract, and annually thereafter for the term of this Contract, Consultant, or each of Consultant's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, or an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage. All of the insurance companies providing insurance for Consultant shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

Trevor Keith, Project Manager
Department of Planning and Building, Environmental Division
976 Osos Street, Room 300
San Luis Obispo, CA 93408

E. WARRANTY OF CONSULTANT.

Consultant, its officers and employees, and subcontractors will comply with all applicable federal or state laws while performing this Contract. Consultant warrants that it, and each of the personnel employed or otherwise retained by Consultant, will at all times be properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to. Consultant warrants that the persons performing the services for this Contract are specially trained, experienced, expert and competent to perform such special services of preparing the required Innovator Pilot Program. Consultant

warrants that the Consultant, its subcontractors and real person working on this Contract have no conflict of interest with this project and will produce an independent, objective and unbiased work product.

F. NON-ASSIGNMENT OF CONTRACT.

Inasmuch as this Contract is intended to secure the specialized services of the Consultant, Consultant shall not delegate its obligations under this Contract and shall not assign or otherwise transfer its rights under this Contract or any interest therein without the prior written consent of County. Any such assignment, transfer, delegation, or subletting without the County's prior written consent shall be null and void.

G. NONDISCRIMINATION.

Consultant will not discriminate, in any manner forbidden by law, against any person employed to perform services under this Contract.

H. TERMINATION OF CONTRACT FOR CAUSE.

1. If any of the following occur, County shall have the right to terminate this Contract effective immediately upon giving written notice to the Consultant:

- a. Consultant fails to perform its duties to the satisfaction of the County;
- b. Consultant fails to fulfill in a timely and professional manner its obligations under this Contract; or

c. Consultant, or its agents or employees, fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; provided however, that in all instances the Planning and Building Director has contacted the Consultant, stating specific reasons for the dissatisfaction of the Planning and Building Director with the performance of the Consultant, and the Consultant has had a reasonable time to respond to the Planning and Building Director's concerns and, if any defect in performance of the Consultant exists, a reasonable time to cure such defect and has unreasonably failed to cure such identified defect.

2. The Consultant may terminate this Contract for cause if the following conditions occur:

a. If a representative of the Environmental Division has unreasonably failed to perform the Planning and Building Director's duties under this Contract in a timely and professional manner, causing unreasonable delay within the control of the Planning and Building Director; and

b. The Consultant has contacted the Planning and Building Director, (the Division Head of the Environmental Division) personally, stating specific reasons for the dissatisfaction of the Consultant with the performance of the representative of the Environmental Division; and

c. The Planning and Building Director has had a reasonable time to respond to the Consultant's concerns and if any defect in performance of the Planning and Building Director exists, a reasonable time to cure such defect and has unreasonably failed to cure such identified defect; and

d. The Consultant has given written notice of the Consultant's outstanding complaints pertaining to specific defects of the Planning and Building Director's performance under this Contract to the Planning and Building Director; and

e. The Consultant has given written notice of the Consultant's outstanding complaints pertaining to specific defects of the Planning and Building Director's performance under this Contract to the Board of Supervisors of the County of San Luis Obispo, and if after a reasonable time, the Board of Supervisors fails to cure the outstanding defect, then the Consultant may terminate this Contract for cause.

The Board of Supervisors has a right to cure such defect in performance within a reasonable time by causing performance or by giving written notice to Consultant of an intention to perform within a reasonable time thereafter. If the Board of Supervisors fails to cure the defect within a reasonable time, the Consultant may give written notice of termination for cause delivered to the Board of Supervisors with an information copy to the Planning and Building Director.

I. TERMINATION OF CONTRACT FOR CONVENIENCE.

The County may terminate this Contract at any time by giving the Consultant written notice of such termination. Immediately upon receipt of notice of termination, Consultant shall discontinue work on the project and incur no further obligations or expenses. Consultant shall be paid the percentage of the total cost of the Innovator Pilot Program that corresponds to the

percentage of the Innovator Pilot Program document(s) that are satisfactorily completed prior to the Consultant's receipt of said termination.

J. ENTIRE CONTRACT AND MODIFICATIONS.

1. This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties before the change or amendment occurs. Consultant specifically acknowledges that in entering into and executing this Contract, Consultant relies solely upon the provisions contained in this Contract and no others.

2. Delegation of County Signatory Authority for Minor Modifications. The Board of Supervisors delegates to the Planning and Building Director the authority to sign amendments to this Contract that make reasonable modifications to the time performance or that increase the scope of work and provide additional compensation, provided that all amendments do not total more than ten percent (10%) of the total lump sum amount stated in Section I.C.1, above, four hundred eighteen thousand, seven hundred seventy three dollars (\$418,773). Any amendment beyond that cumulative amount or an amendment pertaining to any performance other than increasing the scope of work, including but not limited to insurance, indemnity, property and other provisions in this Contract must be in writing and signed by the Board of Supervisors. These additional funds are intended to provide for flexibility needed to respond to changes generated in writing by the County; not by the Consultant. The Planning and Building Director will notify Applicant of the Contract modification. Any modification to the Contract within the scope of this paragraph need only be signed by the Consultant and the Planning and Building Director; after approval as to form and legal effect by a Deputy County Counsel.

K. APPLICABLE LAW AND VENUE.

This Contract has been executed and delivered in the State of California and covers services to be performed in California. The parties agree that the validity, enforceability, and interpretation of the Contract or any of its provisions shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in the County of San Luis Obispo, State of California, and such County shall be the venue for any action or proceeding that may be brought, or arise out of, this Contract.

L. SEPARABILITY.

The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

M. RECORDS.

Pursuant to California Government Code § 10532, every County contract involving the expenditure of more than ten thousand dollars (\$10,000.00) in public funds is subject to examination and audit of the Auditor General for a period of three years after final payment under the Contract. Consultant shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitute "records" for the purposes of this paragraph. Consultant shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers, and records of Consultant related to this Contract. Consultant and County shall ensure the confidentiality of any records that are required by law to be so maintained.

N. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS.

Pursuant to Government Code section 7550, if the total cost of this Contract is over five thousand dollars (\$5,000.00), the Consultant shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

When multiple documents or written reports are the subject or product of contracts, the disclosure section may also contain a statement indicating that the total Contract amount represents compensation for multiple documents or written reports.

O. NOTICES.

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the following address as appropriate:

1. To the Planning and Building Director;

Co. Planning & Bldg. Department
976 Osos Street, Room 300
San Luis Obispo, CA 93408

2. To the Board of Supervisors;

Board of Supervisors
County Government Center
1055 Monterey Street D430
San Luis Obispo, California 93408

3. To the Consultant;

John Avina
Abraxas Energy Consulting
811 Palm Street
San Luis Obispo, CA 93401

P. COPYRIGHT.

Any reports, maps, documents or other materials produced in whole or part by the Consultant or any sub consultant or person responsible to the Consultant under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Consultant, sub consultant or person responsible to Consultant during the performance of this Contract.

Q. CONFIDENTIALITY.

No reports, maps, information, documents, or any other materials given to or prepared by Consultant under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Consultant without the prior written approval of County. However, Consultant shall be free to disclose such data as is publicly available.

R. EQUIPMENT AND SUPPLIES.

Consultant will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

S. ACCESS TO RECORDS AND FINANCIAL DATA.

All recorded data, preserved in any form, but not limited to materials generated for this project or existing information compiled for this project and any financial documents pertaining to this project are the property of the County. At the request of the Board of Supervisors, the Planning and Building Director, the County Planning Director, the County Counsel, the County Administrator or the County Auditor, the County's agents or employees have a right to access these records wherever located during reasonable hours for up to three years after project approval. After three years, if the Consultant wants to dispose of the background records the Consultant shall give the County the option of taking possession of the records. The County's right to access includes the right to make copies of such information.

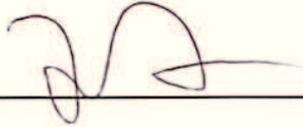
T. PRIORITY OF INCONSISTENT CONTRACT TERMS AND CONDITIONS.

To the extent that any terms or conditions set forth in Exhibit 1, or past business practices between Consultant and County or Planning and Building Director differ from the terms and conditions of this Contract, the terms and conditions expressed in the typed body of this Contract, without reference to Exhibit 1, are controlling.

CONSULTANT

Abraxas Energy

A California Corporation

By:  _____

Mr. Avina, Abraxas Energy Consulting, Principal

5/2/12

Date

By:  _____

Mr. Lee Wilson, Abraxas Energy Consulting, General Manager

5/2/12

Date

COUNTY OF SAN LUIS OBISPO

By: _____

Chairman of the Board of Supervisors

ATTEST:

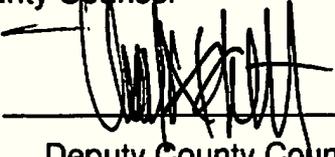
Clerk of the Board of Supervisors

Date

APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN

County Counsel

By:  _____ 5.10.2012
Deputy County Counsel

Dated:

EXHIBIT 1: SCOPE OF WORK

TASK 1. Energy Analysis of Buildings

The Consultant will draft an agreement for customers that they will implement measures with a 1 year or less payback and develop screening questions for applicants. The Consultant will utilize existing energy analysis software to determine which buildings are most in need of energy audits. The software will give each building a score which will rank the buildings against their peers (in the same building classification type, i.e. restaurants, offices, etc.) The County shall use the results to determine which buildings should undergo a scoping audit. The County shall submit a preliminary report presenting the results of the initial energy analysis software screening for the first 60 buildings analyzed. The report shall include criteria used to select buildings that should be audited, along with scores of the different buildings that have been tested..

Deliverables:

Preliminary Analysis Report

The report will include: a description of each of the energy analysis software to be employed,. Most of the Preliminary Analysis Report will be later inserted into the Final Report. The report is to be considered a progress report. Ten (10) copies of the report will be provided to the county.

TASK 2. Scoping Audits: Investigate commercial energy opportunities in the three selected small/medium business sectors and identify gaps in energy efficiency adoption

The Consultant will hire Cal Poly students to receive training and participate in the pilot program. The Consultant will conduct audits in approximately 40 sites that were identified by the energy analysis screening tests in Task 3. The audits will be broken out into three different building type sectors which have yet to be identified. Two of the sectors will have 13 audits, and one will have 14 audits. The Consultant and County will deliver Audit reports to customers and PG&E and provide assistance with PG&E incentive applications. The Consultant will characterize the energy consumption in each sector and identify low-cost, medium-cost, and high-cost retrofit opportunities for each audit and the sector as a whole.

Deliverables:

Deliverable 1 (of 2): 40 scoping audits and program research.

Scoping audits will be tailored to provide the most information with the least amount of costly engineering time. Many parts of a traditional ASHRAE Level 2 audit will not be included (i.e. detailed facility summary, bill audit, functional analysis, description of calculations, listing of assumptions, impact on existing equipment, equipment lifetime, effect on other equipment, impact on O&M activities, impact on occupant comfort, benchmarking). The Consultant will provide a report on the scoping audits, which will include:

- Executive Summary
- Table of ECMs, Costs, Tables, Incentives & Savings

- Utility Bill Analysis
- Limited Facility Summary
- For Each ECM found:
 - Rudimentary Building and Energy Systems Description
 - Description of Current Conditions
 - Description of ECM
 - Energy and Cost savings
 - Available Incentives
 - Financial Analysis (Simple Payback)
 - Scope of Work

Scoping energy audits will provide information on energy savings projects for the customer. Calculations will be done using rules from PG&E's RCx program. Engineers will prepare calculations with the expectation that they will undergo third party review. All assumptions will be documented; calculation methodologies will be clearly described. Scoping energy audits will provide evidence either confirming or contradicting hypothesis that utility bills were able to indicate energy savings opportunities. The County and Abraxas Energy Consulting and PG&E account representative will then discuss the audit results with customers and next steps that can be taken. Five (5) copies of the audits will be provided to the county.

Deliverable 2 (of 2): Energy characterization and retrofit opportunities.

The Consultant will develop a report, which will characterize the energy consumption in each sector and identify low-cost, medium-cost, and high-cost retrofit opportunities for each audit and the sector as a whole. Ten (10) copies of the report will be provided to the county.

TASK 3. Evaluation Measurement and Verification

The Consultant will provide a site inspection that work was done and determine energy savings using Option A or Option C M&V as defined by the IPMVP.

Deliverables:

M&V Reports and Evaluation Report

M&V report will contain results of Option A or Option C M&V as defined by the IPMVP. Estimated savings in the audits will be compared to the measured savings. In addition, a third party will conduct program evaluation. This evaluation will determine customer satisfaction with the program, with Abraxas Energy Consulting, and will measure cost effectiveness of the audits overall, and of using preliminary audit tool as a first step versus just auditing all customers. The cost effectiveness of the preliminary audit tool will be determined by examining the cost effectiveness.

Ten (10) copies of the report will be provided to the county.

Task 4. Final Report on Effectiveness of Preliminary Audit Tool to Indicate Best Candidates for Energy Audits and RCx

The Consultant will write Report on Effectiveness of preliminary audit tool to Indicate Best Candidates for Energy Audits & RCx.

Deliverables:

Deliverable 1 (of 3): Draft Report on Effectiveness of preliminary audit tool to Indicate Best Candidates for Energy Audits and RCx

The report will have the following components:

- Executive Summary
- Description of the preliminary audit tool in detail
- Description of method taken to perform utility bill tests for each preliminary audit tool:
 - Distributions of test results on the entire sample
 - Graphical representations of test results vs. energy opportunities found
 - Conclusion of the validity of the preliminary audit tool as an indicator of opportunity for energy conservation
- Recommendations for how to implement preliminary audit tool in future PG&E utility programs
- High level overview of preliminary audit tool algorithm on successful testing schemes
- Measure of effectiveness of preliminary audit tool to prescreen and identify best candidates for audits and RCx, as opposed to randomly selecting buildings that ask for energy efficiency work

Ten (10) copies of the report will be provided to the county.

Deliverable 2 (of 3): Final Report on Effectiveness of preliminary audit tool to Indicate Best Candidates for Energy Audits and RCx

The report will have the same components of the draft report. This report will be the final report, after PG&E review and any subsequent changes. Ten (10) copies of the report will be provided to the county.

EXHIBIT 2: PG&E CONTRACT