

**CONTRACT FOR
ENERGY AND WATER MANAGER SERVICES**

This Contract for Energy and Water Manager Services (hereinafter referred to as "Contract") is entered into this 3rd day of December, 2014, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and WATER SYSTEMS CONSULTING, INC., an independent contractor (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the County of San Luis Obispo has need for special Contractor services regarding managing and reducing the County's energy, water, and utility usage and costs; and

WHEREAS, Contractor represents that Contractor is trained, experienced, skilled and competent to perform such special services;

NOW THEREFORE, the parties mutually agree as follows:

ARTICLE 1: SCOPE, COMPENSATION, TERM, PAYMENT

1.1 Scope of Services. Pursuant to this Contract, Contractor shall provide to the County the following special services described in the following Exhibits attached hereto and incorporated herein by reference as though here fully set forth:

EXHIBIT "A" – SCOPE OF SERVICES

EXHIBIT "B" – CONTRACTOR RATE SCHEDULE

Services beyond those outlined in Exhibit A shall require an amendment of the Contract. Contractor is not authorized to proceed with additional services until written authorization is received from the County.

1.2 Compensation. County shall pay to Contractor as compensation in full for all services performed by Contractor pursuant to this Contract, the sum of ninety eight thousand five hundred dollars (\$98,500). Contractor's fees shall be full compensation for all costs and expenses incurred by Contractor in accordance with performance of this contract including, but not limited to all services, general overhead, supplies, parking, office supplies, printing and reproduction, and equipment of Contractor. For additional services authorized by the County, the Contractor shall be compensated at the standard rates specified in Exhibit B.

1.2.1. **Prevailing Wages:** Contractor acknowledges that any work performed on site to support the Services under this Contract within the meaning of California Labor Code Section 1720 and that the requirements of Section 1771, et. seq. apply to public work. Contractor has included (and will include) consideration for this obligation in calculating compensation under this Contract.

1.3 Term of Contract. This Contract shall commence on the 3rd day of December, 2014, for an initial term of twelve (12) months, unless said work is completed on a date prior thereto or unless terminated earlier as provided therein.

1.3.2. Upon mutual agreement in writing of the County and Contractor, this Contract may be extended under the following conditions: Annual twelve (12) month extension for up to two (2) consecutive years following the base contract's initial term. County's main determinant to the extension(s) shall be the performance of the Contractor over the initial term. The Board of Supervisors (or designee) has the authority to determine whether or not to exercise the option to renew contained in this Contract.

1.3.3 Annual Fee Determination: In advance of the County's fiscal year ending and contracts being presented to the Board of Supervisors (or designee) for annual renewal, the County and Contractor shall negotiate the scope of services, a firm fixed price amount and rate structure. The County at any time may elect to not award the annual renewal option.

1.3.4 The Contractor shall commence work under this Contract upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in Exhibit A, Scope of Work, so as to proceed with and complete the work in compliance with tasks.

1.4 Payment. Contractor shall endeavor to submit to the County, Attn: General Services Account Receivable, on a monthly basis, a detailed statement of services performed during that preceding period, including the number of hours of work performed on each task, and the rates charged for the work. Each statement of services shall identify the purchase order number and the title of the project.

1.4.1 If, due to either an issue with the charges on the statement of services or the Contractor's failure to perform its obligations under this Contract, the County reasonably disputes any charge(s) on the Contractor's statement of services, the County may withhold the disputed amount, provided that the County delivers a written statement to Contractor within twenty (20) days of the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by the County.

1.4.2 The County shall endeavor to pay Contractor within thirty (30) days after the receipt of an itemized statement of services from Contractor, which has been previously approved by an appropriate representative of the County.

ARTICLE 2: CONFORMED CONTRACT, NON-ASSIGNMENT, COVENANT, ENFORCEABILITY

2.1 Entire Agreement and Modification. This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Contractor 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. Contractor specifically acknowledges that in entering into and

executing this Contract, Contractor relies solely upon the provisions contained in this Contract and no others.

2.2 Non-Assignment of Contract. Inasmuch as this Contract is intended to secure the specialized services of the Contractor, Contractor shall not assign, transfer, delegate, subcontract, or sublet any portion of the Contractor's obligations or interest under this Contract to another party without the prior written consent of County. Any attempted assignment, transfer, delegation or subcontracting in violation of this paragraph shall be considered null and void. Contractor is responsible for payments to subcontractors and must monitor, evaluate, and account for the subcontractor(s) services and operations.

2.3 Covenant. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract 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 San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

2.4. Enforceability. If any term, covenant, condition or provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 3: MODIFICATION AND CHANGES

3.1 Modifications and Changes. Changes in the scope of work, time of performance, and amount of compensation, shall be authorized in writing prior to commencement of the work by the General Services Director. This Contract may be modified only by a written amendment signed by the County and the Contractor.

3.3 Compensation for Changes. Changes in the work shall be performed either on an hourly rate basis with maximum value, or on a negotiated fixed fee basis. The compensation for extra work shall be negotiated using the rates specified in Exhibit B, Contractors Rate Schedule. These rates shall be used as information to assist in arriving at a Negotiated Fee for Additional Services. Claims for Payment for approved extra work must be submitted by Contractor within 30 days of completion of such work, and must be accompanied by a statement of itemized costs covering said work. Payment will not be authorized until said work is satisfactorily completed and approved by the County.

ARTICLE 4: FORCE MAJEURE

4.1 Extension. Should Services be delayed at any time during the period of this Contract due to changes ordered in the Services by County, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond Contractor's control, or by other causes which the County determines may justify the delay, then an extension for performance of this Contract may be granted to Contractor by County through written mutual agreement.

ARTICLE 5: SUSPENSION OF SERVICES

5.1 Suspension. County may, without cause, order Contractor to suspend, delay or interrupt ("suspend") services pursuant to this Contract, in whole or in part, for such periods of time as County may determine in its sole discretion. County shall deliver to Contractor, written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and Contractor shall be compensated for such delay to the extent provided under this Contract.

5.2 Compensation. Notwithstanding anything to the contrary contained in the Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Contractor is responsible.

ARTICLE 6: TERMINATION

6.1 Termination of Contract for Convenience. Termination of the Contract may be effectuated by the Director of General Service without the need for action, approval or ratification of the Board of Supervisors, by giving to the other party seven (7) days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination, Contractor shall deliver to County copies of all reports, documents, and other work prepared by Contractor under this Contract, if any, and upon receipt thereof, County shall pay Contractor for services performed and supplies, materials, and equipment provided by Contractor to the date of termination.

6.2 Termination of Contract for Cause. If Contractor fails to perform Contractor's duties to the satisfaction of the County or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract or if Contractor shall violate any of the terms or provisions of this Contract or if Contractor, Contractor's 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, then County shall have the right to terminate this Contract effective immediately upon the County giving written notice thereof to the Contractor. Termination shall have no affect upon the rights and obligations of the

parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination. If County's termination of Contractor for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning Contractor's performance, or any defect in notice thereof, County's maximum liability shall not exceed the amount payable to Contractor under paragraph 5 above.

6.3 Termination for Non-Appropriation. County's obligation to pay any amounts due for those fiscal periods succeeding the current fiscal period are contingent upon appropriation or approval of funds for that purpose. If such funds become unavailable, then County may elect to terminate this Contract by giving written notice of termination to Contractor effective immediately or on such other date as County specifies in the notice. In such an event, the County shall have no further liability to pay any funds to the Contractor or to furnish any other consideration under this Contract, and the Contractor shall not be obligated to perform any provisions of this Contract or to provide services intended to be funded pursuant to this Contract. If partial funds are appropriated or provided, the County shall have the option to either terminate this Contract with no liability to the County or offer a Contract amendment to the Contractor to reflect the reduced amount.

ARTICLE 7: EQUAL OPPORTUNITY

7.1 Non Discrimination. Contractor agrees that it will abide by all applicable federal, state, and local laws, rules and regulations concerning nondiscrimination and equal opportunity in contracting. Such laws include, but are not limited to, the following: Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990; the Rehabilitation Act of 1973; Presidential Executive Order Number 11246 as amended by Executive Order (1) 75 and as approved by Department of Labor Relations (41 CFR Part 61); Government Code section 12940; California Fair Employment and Housing Act; and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any employee, subcontractor, or applicant for employment on the grounds of race, age, color, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, national origin, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, hiring, employment, utilization, promotion, playoff, rates of pay or other forms of compensation.

7.2 Solicitation for Subcontracts. Contractor shall not discriminate in providing the goods or services under this Contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or other category protected under the law. If County finds that any of these provisions have been violated, such violation shall constitute a material breach of contract

upon which County may determine to cancel, terminate, or suspend this Contract. In addition to an independent finding by County of such violation, a finding by the State of California or by the United States of a violation shall constitute a finding by County of such violation.

7.3 Harassment Warranty and Liability. All Contractors have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as harassment and at all times to comply with and ensure that all persons performing this Contract comply with an appropriate standard of conduct. Every Contractor who violates harassment laws shall be liable to the County for all claims, demands, damages, costs, expenses and attorney's fees incurred by the County as a result of behavior of any of the Contractor's personnel performing this Contract.

ARTICLE 8: CONFLICT OF INTEREST

8.1 Covenant. The Contractor covenants that the Contractor has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by the Contractor.

8.2 Provisions. Per Government Code Section 1090, no officer or employee of the County shall be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. The Contractor is subject to the requirements of the Political Reform Act as promulgated by the Fair Political Code of Regulations, Title 2, Section 18000 et seq. The Contractor shall at all times comply with the applicable provisions therein, including, but not specifically limited to the California Code of Regulations, Title 2, Chapter 7 "Conflicts of Interest," section 18700 et seq. The Contractor shall also comply with all applicable provisions of other laws pertaining to conflict of interest requirements. If the Contractor must declare a conflict of interest, the Contractor shall forthwith report the conflict, in writing, to the County and shall provide any additional details requested by the County in a timely manner.

ARTICLE 9: EMPLOYMENT STATUS, WARRANTY

9.1 Employment Status. Contractor shall, during the entire term of the Contract, be construed to be an independent Contractor and nothing in this Contract is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Contract; provided always however that the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor understands and agrees that Contractor's 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.

9.2 Warranty of Contractor. Contractor has been selected to perform the services under this Contract because of Contractor's skills and expertise. Contractor warrants that he/she will perform the work under this Contract, unless the parties have agreed in writing that other persons employed by Contractor may perform the work. Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified licensed and insured under the laws and regulations of the State of California to provide the special services herein agreed to.

ARTICLE 10: INDEMNIFICATION AND INSURANCE

10.1 Indemnification.

To the fullest extent permitted by law, and in accordance with California Civil Code §2782, CONTRACTOR shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs and expenses (including attorney's fees and costs of litigation), of every nature arising out of the intentional reckless or negligent performance or nonperformance of the work described herein, caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

10.2 Insurance. The Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract by the Contractor, its agents, representatives, or employees. Such policies shall be maintained for the full term of this Contract. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees and agents of the County of San Luis Obispo, California, individually or collectively.

10.3 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:

10.3.1. 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 00 01) with policy limits not less than the following:

- \$1,000,000 each occurrence (combined single limit);
- \$1,000,000 for personal injury liability;
- \$2,000,000 aggregate for products-completed operations; and,
- \$2,000,000 general aggregate

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

10.3.2 Business Automobile Liability Policy ("BAL")

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 Agreement. If Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage. The Contractor shall not provide a Comprehensive Automobile Liability policy that specifically lists scheduled vehicles without the express written consent of the County.

10.3.3 Workers' Compensation and Employer's Liability Insurance Policy ("WC/EL")

Policy shall include at least the following coverage and policy limits:

10.3.3.1 Workers' Compensation Insurance as required by the laws of the State of California; and

10.3.3.2 Employer's Liability Insurance Coverage B with coverage amounts not less than One Million Dollars (\$1,000,000) each accident/Bodily Injury (herein "BI"); One Million Dollars (\$1,000,000) policy limit BI by disease; and, One Million Dollars (\$1,000,000) each employee BI by disease.

10.3.4 Professional Liability Insurance Policy ("PL")

Policy shall cover damages, liabilities, and costs incurred as a result of the Contractor'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, and Two Million Dollars (\$2,000,000) aggregate (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). The Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

10.4 **Other Insurance Requirements.**

10.4.1 Deductibles and Self-Insurance Retentions

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by the Contractor and approved by the County before work is begun pursuant to this Contract. At the option of the County, the Contractor shall

either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees 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.

10.4.2 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:

Clauses

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

Basis

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

Additional Insured Status

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

Primary Coverage

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

Notice of Cancellation

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 the County at the address set forth below (CGL, BAL, WC/EL & PL);

Waiver of Subrogation

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

Deductibles and Self-Insured

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

10.4.3 Absence of Insurance Coverage

The County may direct the Contractor to immediately cease all activities with respect to this Contract if it determines that the Contractor 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 the Contractor'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 the Contractor. Contractor's failure to maintain or to provide acceptable evidence that it maintains the required insurance shall constitute a material breach of the Contract, upon which the County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. The County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

10.4.4 Proof of Insurance Coverage and Coverage Verification

Prior to commencement of work under this Contract, and annually thereafter for the term of this Contract, the Contractor, or each of the Contractor's insurance brokers or companies, shall provide the County a current copy of a Certificate of Insurance, on 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 the Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The County reserves the right to require original certificates or complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

County of San Luis Obispo
General Services Department
Attn: Kim Romero
1087 Santa Rosa Street
San Luis Obispo, CA 93408

10.4.5 Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

10.4.6 Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

10.4.7 Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 11: COST DISCLOSURE - DOCUMENTS, RECORDS AND WRITTEN REPORTS

11.1 Cost Disclosure. Pursuant to State of California Government Code, Section 7550, if the total cost of the Contract is over \$5,000, the Contractor shall include in all final documents and in all written reports submitted, a written summary of cost, which shall set forth the number 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.

11.2 Records. Pursuant to State of California Government Code, Section 8546.7, every County contract involving the expenditure of more than \$10,000 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. Contractor 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. Contractor 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 Contractor related to this contract. Contractor and County shall ensure the confidentiality of any records that are required by law to be so maintained.

11.3 Accounting and Financial Reporting. Contractor shall adhere to the accounting requirements, financial reporting, and internal control standards as described in the Auditor-Controller Contract Accounting and Administration Handbook, (Handbook) which contains the minimum required procedures and controls that must be employed by Contractor's accounting and financial reporting system, and which is incorporated herein by reference. Contractor shall require subcontractors to adhere to the Handbook for any services funded through this contract, unless otherwise agreed upon in writing by County. The Handbook is available at <http://www.slocounty.ca.gov/AC/>, under Policies and Procedures or at the Auditor-Controller's Office, 1055 Monterey Street Room D220, County Government Center, San Luis Obispo CA, 93408, The Office of Management and Budget (OMB) circulars are available at <http://www.whitehouse.gov/omb/circulars>.

ARTICLE 12: OWNERSHIP OF DATA

12.1 County Ownership. The Ownership of all data collected for use by the Contractor under this Contract, together with all proposals, plans, specifications, designs, working papers, diagrams, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the work to be performed under this Contract shall be assigned/vested in the County following compensation to the Contractor for services covered by the terms of this Contract. The Contractor may retain a copy of all work for his own use.

12.2 Copies. The Contractor shall provide copies for each Deliverable item to the County as part of this Contract.

12.3 Format. The Contractor shall perform the work required under this Contract with the assistance of MS Word/Excel. The Contractor shall deliver to the County electronic copies containing all project files in editable format. Drawing files shall be in unprotected ".dwg" format and all other documents and specifications shall be in delivered to the County on electronic media in unprotected MS Word/Excel/Publisher format. PDF's are not acceptable as editable documents.

12.4 Transmittal. In order to precisely document information given to the County, both the Contractor and the County shall each sign a "hard" copy of reproducible documents that depict the information distributed at the time of delivery. The County agrees to release the Contractor from any liability, damages, and/or claims that arise limited to the editing by others of specific portions of the work that occur subsequent to the consensually signed deliverable documentation/information.

12.5 Reuse. Any reuse of the documents prepared under this Contract without written verification or adaptation by the Contractor for the specific purpose intended shall be at the County's sole risk and without liability or legal exposure to the Contractor.

12.6 Termination. In the event of early termination, the Contractor shall furnish the County all finished or unfinished Documents; data; surveys; calculations; diagrams and technological data and reports prepared by the Contractor under the terms of this Contract and in the editable formats described in Article 6 above.

12.7 Right of Utilization. Thereafter, if the County should determine to complete the original project or substantially the same project, the County, for such purposes, shall have the right of utilization of any original programmatic documents, tracings, drawings, calculation, specifications, estimates and other documents prepared under this Contract by the Contractor, unless specifically requested by the Contractor, and mutually agreed upon with the County.

ARTICLE 13: COMMUNICATIONS

13.1 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 County at:

County: County of San Luis Obispo,
General Services Department
1087 Santa Rosa Street
San Luis Obispo, CA 93408
Attention: Machelie Vieux, Interim Director
(805) 781-5200

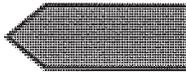
Contractor: Water Systems Consulting, Inc.
P.O. Box 4255
San Luis Obispo, CA 93403
Attention: Jeffery M. Szytel, Principal
(805) 457-8833

ARTICLE 14: STANDARD OF PERFORMANCE

14.1 Professional Standard. Services provided by Contractor under this Contract shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic location. Contractor will promptly correct without additional compensation those Services not meeting this standard.

IN WITNESS THEREOF, County and Contractor have executed this Contract on the day and year first hereinabove set forth.

ACCEPTED AND AGREED this _____ day of _____, 2014.



CONTRACTOR:

[Signature]
Jeffery M. Szytel
Principal
Water Systems Consulting, Inc.

COUNTY OF SAN LUIS OBISPO:

APPROVED AS TO FORM AND LEGAL EFFECT:

[Signature]
David Stotland, Deputy County Counsel

CORPORATE CERTIFICATE

I, *Jeffery Szytel*, certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that who signed said Contract on behalf of the Contractor, was then Principal of Water Systems Consulting, Inc.; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

DATE: *11/27/2014*

By: *[Signature]*
Name: *Jeffery Szytel*
Secretary

(Corporate Seal)

DATE: *11/27/14*

RECOMMENDED BY:

Machelle Vieux
Machelle Vieux, Interim Director
General Services Department

OWNER :

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

Approved by the Board of Supervisors this on _____, 2014

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT A – SCOPE OF SERVICES

1.0 SCOPE OF CONTRACTOR'S BASIC SERVICES

The County of San Luis Obispo General Services Department requires professional consultant services to fulfill energy and utility management needs to reduce the County's costs and consumption of electricity, natural gas, water, sewer/wastewater and propane. The period of performance will be a base year of twelve (12) months, with two (2) additional one-year options to extend the Contract at the Board's (or designee's) option. The consultant(s) will provide energy and water management services under the direction of the County's Director of General Services. High level responsibilities include: Develop, administer, and coordinate the County's energy and water management programs for County owned and leased facilities. Coordinate with the EnergyWatch program to optimize resources and avoid duplication of efforts. Performance of energy audits and the implementation of energy conservation measures will be reviewed by, but will not be performed by, the Contractor.

The County has issued a notice to proceed to PG&E for their Sustainable Solutions Turnkey (SST) program focusing on the top ten energy use facilities. Sixty-three (63) County facilities have been benchmarked and entered into EnergyStar Portfolio Manager. The County currently uses Utility Manager for billing. The County plans to issue a separate RFP for a water audit.

2.0 AREA OF RESPONSIBILITY/APPLICABILITY

County owned facilities, County Parks, and County leased facilities where utilities are not included in the rent. Facilities total approximately 1.5 million square feet.

3.0 TASKS & RESPONSIBILITIES

This matrix provides description of tasks and estimated frequency of tasks.

Task	Frequency	Deliverable
Perform utility bill analysis of County owned facilities.	Monthly	Provide graphs and analysis of consumption and cost data exported from Utility Manager. Identify anomalies, provide recommendation on possible causes and solutions, identify billing errors.

Task	Frequency	Deliverable
Research alternatives to the County's utility management software application.	Once	Evaluate alternatives and make a recommendation for the most cost-effective solution, present pros and cons of alternative management tools in terms of cost, ease of use, implementation, functionality, and quality of reporting tools.
Participate in coordination meetings. Provide input during scope development. Assist in coordinating EnergyWatch program efforts, capital projects, and maintenance work. Initiatives already underway include: PG&E Sustainable Solutions Turnkey (SST) program County Water Audit	Weekly	Provide feedback and/or comments. This task assumes a level of effort of 2 hours per week on average.
Perform high-level review of deliverables on contracts for energy and water conservation projects. Check assumptions, review calculations, evaluate soundness of proposal.	As required	Provide feedback, comments, report, presentation, or brief on findings, observations, anomalies. This task assumes review of 12 deliverables requiring an average of 4 hours per deliverable.
Review maintenance work orders for potential energy savings through existing rebate, incentive, or direct install programs.	Monthly	Provide recommendations on potential programs. Coordinate application submissions with maintenance staff, EnergyWatch program, and General Services. This task assumes the County will provide a monthly extract of work orders in a searchable format to facilitate the identification of potential energy savings, and that rebate applications will be prepared and managed by others.
Meet with PG&E and SoCalGas to discuss projects and savings opportunities on a quarterly basis.	Quarterly	Provide recommendations on potential programs.

Task	Frequency	Deliverable
Participate in Energy Community of Interest meetings.	Monthly	Present status of energy and water efficiency and conservation efforts, provide updates on work performed, and provide information on next steps. This task assumes participation in 1-hour meeting and does not include preparation of materials beyond those already prepared for other tasks.
Participate in design review of construction drawings and specifications for on-going capital improvement and maintenance projects.	As required	Recommend potential energy and water efficiencies and savings. Provide suggested changes to plans, specifications, drawings to improve energy and water efficiency. This task assumes approximately 24 projects will be reviewed during the year, requiring an average review time of 4 hours per project.

4.0 CONTRACTOR PROJECT MANAGER

The Contractor has been selected to perform the work herein because of the skills and expertise of key individuals. The Contractor shall designate, Lianne Westberg whom, as long as their performance continues to be acceptable to the County, shall remain in charge of the services for the duration of the project. Additionally, the Contractor must furnish the names of all other key people in the Contractor's firm who will be associated with the Project. If the designated lead or key person fails to perform to the satisfaction of the County upon written notice, the Contractor will have 10 working days to remove that person from the Project and replace that person with one acceptable to the County. In addition, all lead or key personnel for any Sub- Contractor must also be designated by the Sub- Contractor and are subject to all conditions previously stated in this paragraph.

5.0 COUNTY RESPONSIBILITIES

The County shall assist the Contractor in gaining access to County facilities as necessary to complete its services under this Contract. The County shall receive utility billing data and import into Utility

Manager. The County shall provide the Contractor with drawings, as-builts, maintenance work orders, equipment data, utility billing and metering data, and access to the County's Utility Manager program.

END OF EXHIBIT A

EXHIBIT B – CONTRACTOR RATE SCHEDULE

The following rates, which include all overhead, administrative costs and profit, will be used in arriving at fees. Modifications to the Consultant's Hourly and Task Rate Schedule may be only made as described in the Contract.

Some work is anticipated to be performed remotely. Any assignments mutually decided to be performed on-site would include reimbursement for travel expenses per current County travel policy, at actual cost, not-to-exceed the maximums, and subject to the least expensive means of transportation prior to commencement of remote site work and Contractor incurring costs. Current maximum travel reimbursement rates are listed below.

For additional services billed on a Time and Materials basis, the following hourly rates will apply.

Cost Categories	Rate	Units
Rate Structure		
Principal	\$265	Hourly
Senior Engineer III	\$233	Hourly
Associate Engineer I	\$159	Hourly
Staff Engineer/Planner	\$117	Hourly
Clerical/Admin	\$85	Hourly
Other		
Subcontract costs	To be negotiated	
Travel Expenses Subject to County travel policy		
Lodging	\$150	Day
Meals	\$54	Day
Mileage	\$0.56	Mile
Common Carrier	Actual Reasonable Cost	

END OF EXHIBIT B