

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
EFFICIENCY SERVICES GROUP, LLC**

**PREAMBLE**

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Efficiency Services Group, LLC, an Oregon Limited Liability Corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

**RECITALS**

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on April 1, 2020 and terminate on March 31, 2022.

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

## **4. WARRANTY**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

## **5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

## **6. COMPENSATION AND PAYMENT**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is four hundred ninety nine thousand nine hundred ninety seven dollars (\$499,997), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall

be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

## **9. NO THIRD PARTY BENEFICIARY**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

## **10. INDEPENDENT CONTRACTOR**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

## **11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed

or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

## **12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

## **13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

## **14. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part

from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

## **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

## **16. WAIVER**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## **17. NOTICES**

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: Electric Department  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [mmedeiros@svpower.com](mailto:mmedeiros@svpower.com), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Contractor addressed as follows:

Efficiency Services Group, LLC  
5625 NE Elam Young Pkwy, Suite 100  
Hillsboro, OR 97124  
and by e-mail at [markg@esgroupllc.com](mailto:markg@esgroupllc.com)

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

## **18. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

**19. CONFLICTS OF INTEREST**

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

**20. FAIR EMPLOYMENT**

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**21. NO USE OF CITY NAME OR EMBLEM**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**22. GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**23. SEVERABILITY CLAUSE**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

## 25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

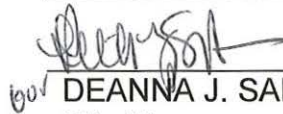
Approved as to Form:

Dated:

4/15/2020



BRIAN DOYLE  
City Attorney



DEANNA J. SANTANA  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**EFFICIENCY SERVICES GROUP, LLC**  
an Oregon Limited Liability Corporation

Dated:

3/19/2020

By (Signature):

Name: Mark Gosvener

Title: Chief Operating Officer

Principal Place of Business Address: 5625 NE Elam Young Parkway, Suite 100  
Hillsboro, Oregon, 97124

Email Address: markg@esgroupllc.com

Telephone: ( 503 ) 869-5131

"CONTRACTOR"



## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

#### **Program Description**

Efficiency Services Group (ESG) offered the Commercial Parking Lot & Exterior Lighting Program (the Program) to Silicon Valley Power's (SVP) small and mid-sized business customers with a goal of upgrading exterior HID wall fixtures and parking lot lights to new LED fixtures. The most recent Program contract expired on January 11, 2020.

The program has proven to be a success and ESG has identified additional market potential for the program with a proposed program budget in the amount of \$499,997 to continue serving SVP customers interested in retrofitting their exterior lighting with more efficient LED lighting. This program would operate for a period of two years following contract approval.

#### **Program Overview**

The Commercial Parking Lot & Exterior Lighting Program is designed to have a focused, efficient approach to helping customers upgrade their exterior lighting. The fixtures are provided to the customer at no cost, and the customer is responsible for the installation. Customers may install the fixtures themselves or hire an electrician to install the fixtures for them. ESG has found that most customers hire an electrician to install the fixtures. ESG verifies the installations of all LED fixtures prior to invoicing SVP.

The measures selected for inclusion in the Program are designed to take advantage of exterior lighting opportunities that ESG identified from the snapshot audits performed during the initial phase of the Program when ESG visited 2,500 customer sites.

The program has proven to effectively persuade some customers to pay for the installation that would otherwise not participate in SVP's standard lighting program.

ESG believes that renewing this program will provide the opportunity for SVP to:

- Continue to strengthen and build on the relationships established with customers through the Commercial Direct Install and Snapshot Auditing program
- Afford significant energy and cost savings to targeted customers
- Reduce customer maintenance costs and increase customer security
- Contribute savings toward AB2021 targets
- Reduce greenhouse gas emissions, which helps to contribute to the City of Santa Clara's Climate Action plan goals.

The success of the program requires the effective implementation of five strategies:

- 1) Selection of measures to address the upgrade opportunities identified at customer sites

- 2) Identifying eligible customers with the need for parking lot and exterior lighting upgrades
- 3) Effectively presenting the program and securing customer participation
- 4) Follow-up visits to all participating customers to verify measures were installed and are operating properly, and addressing any customer questions or concerns before considering a project complete
- 5) Complete and accurate invoicing and reporting of all program activity to SVP

The Program is designed to perform well in all phases of the program.

### **Mix of Measures**

The Program measures are focused on LED parking lot fixtures and LED upgrades to existing fixtures. The program will include the following measures:

- LED Screw-In Based "Corncob" Retrofit
- LED Parking Garage Fixtures
- LED Canopy Fixtures
- LED Shoebox Area Lighting
- LED Cobra Head Area Lighting
- LED Wall Pack

### **Measure Descriptions**

LED Screw-In Based "Corncob" Retrofits: Screw directly into existing screw-in based HID fixtures. Requires rewiring the fixture to bypass the existing ballast.

LED Parking Garage Lighting: Replaces existing HID fixtures most commonly found throughout parking garages.

LED Canopy Lighting: Replaces existing HID fixtures most commonly found in gas station island canopies.

LED Pole/Wall Lighting: LED Shoebox and Cobra head fixtures replace existing HID fixtures most commonly found throughout commercial parking lots, roadways, auto-dealerships, and building perimeters.

LED Wall packs: LED wall pack fixtures replace pre-existing HID wall packs.

### **Subscribing the Program**

In FY15 and FY16, ESG performed snapshot audits on over 2,500 of SVP's commercial customers. During these visits, ESG identified approximately 438 small to mid-sized commercial customers with parking lot lighting. In addition to these sites, SVPs mid-size commercial customers are also eligible for the program. Energy Efficiency Advisors (EEAs) will visit customer sites, explain the program and encourage them to participate. For the customers ESG has served in the previous phases of the program, we expect that a large majority of these customers will allow the EEA in and listen to the program presentation because these doors are now "warm" and the customers are familiar with ESG. During customer site visits, the EEA will:

- Ask to talk with the decision maker
- Explain the Program offer to the customer
- Persuade the customer to agree to install/upgrade their exterior lighting with LEDs
- If customer agrees, verify the quantity and type of fixtures or upgrade kits needed for the exterior lights
- Schedule a follow up visit with the customer to deliver the LED lighting equipment

When the EEA delivers the LED lighting equipment to the customer, the EEA will schedule another appointment with the customer to return and verify the installation of the fixtures. This will provide the customer with an installation deadline.

ESG has learned through experience that it can take several contacts with a customer and can be a time intensive task to get them ready to take delivery of LED lighting equipment for installation. EEAs have demonstrated the persistence needed to accomplish this task.

### **Customer Satisfaction**

A final verification inspection will be performed on all projects completed. During the final visit, the EEA will assure that any customer questions or concerns are addressed and resolved before closing the project and invoicing SVP. ESG understands the importance of emphasizing with the customer that the program is coming from SVP and using the program experience to help SVP build/strengthen their relationships with their customers.

### **Reporting and Invoicing**

ESG thoroughly understands the CEC reporting requirements for utility energy efficiency programs. Because of this, ESG is able to generate complete and accurate activity report and invoice formats that make it easy for SVP to track budgets, program expenses, and report program results to the State. ESG will prepare monthly activity reports and invoices as required by SVP.

### **Turnkey Administration**

ESG will provide complete turnkey program administration, including:

- Program development (product selection, marketing materials, customer outreach)
- Customer service/support
- Delivery of LED exterior lighting equipment
- Warranty information
- Reporting/invoicing
- CEC compliance support

#### **A. Program Targets**

This program is available to small and mid-size commercial customers that receive electric service from SVP. Based on the proposed budget, the program will save an estimated 715,665 kWh annually.

#### **B. Incentive Structure**

All LED fixtures/lamps will be provided at no cost to the customer. The customer will be responsible for their installation (either maintenance staff or hiring an electrician).

#### C. Program Budget

ESG's fees for this program include:

- A fee for marketing and presenting the program offer to each customer
- A program subscription/administration fee for projects completed in the program
- Cost per fixture/lamp installed

Program fees cover all costs, including program development activities, marketing/outreach, labor, materials (including mounting hardware and photocells), State sales tax, travel expenses and admin/overhead.

The proposed budget of \$499,997 is expected to serve 72 commercial customers. Because all program costs are covered in the program fees, the budget can be scaled up or down with little expected change to program financial performance.

| Description                               | Unit Type | Utility Cost/Price Per Unit | Estimated Units | Estimated Utility Cost |
|---|-----------|-----------------------------|-----------------|------------------------|
| Site Visit & Program Presentation         | Audit     | \$100                       | 762             | \$76,200               |
| Completed Project Administration          | Project   | \$375                       | 76.2            | \$28,575               |
| Wall Pack 70W MH Replacement              | Fixture   | \$285                       | 24.38           | \$6,948                |
| Wall Pack 100W MH Replacement             | Fixture   | \$285                       | 0.76            | \$217                  |
| Wall Pack 150W MH Replacement             | Fixture   | \$285                       | 0.76            | \$217                  |
| Wall Pack 175W MH Replacement             | Fixture   | \$320                       | 31.24           | \$9,997                |
| Wall Pack 250W MH Replacement             | Fixture   | \$383                       | 38.1            | \$14,592               |
| Wall Pack 400W MH Replacement             | Fixture   | \$519                       | 15.24           | \$7,910                |
| Wall Pack 70W MH Replacement w/Photocell  | Fixture   | \$293                       | 26.67           | \$7,814                |
| Wall Pack 100W MH Replacement w/Photocell | Fixture   | \$293                       | 0.76            | \$223                  |
| Wall Pack 150W MH Replacement w/Photocell | Fixture   | \$316                       | 153.92          | \$48,639               |
| Wall Pack 175W MH Replacement w/Photocell | Fixture   | \$350                       | 47.24           | \$16,534               |
| Wall Pack 250W MH Replacement w/Photocell | Fixture   | \$383                       | 38.1            | \$14,592               |
| Wall Pack 400W MH Replacement w/Photocell | Fixture   | \$560                       | 22.86           | \$12,802               |
| HID - Screw-in Base 70W Replacement       | Retrofit  | \$147                       | .40             | \$59                   |
| HID - Screw-in Base 100W Replacement      | Retrofit  | \$147                       | .40             | \$59                   |
| HID - Screw-in Base 125W Replacement      | Retrofit  | \$147                       | 60.96           | \$8,961                |
| HID - Screw-in Base 150W Replacement      | Retrofit  | \$147                       | 45.3            | \$6,659                |
| HID - Screw-in Base 175W Replacement      | Retrofit  | \$190                       | 2.29            | \$434                  |

|  |              |       |       |          |
|--|--------------|-------|-------|----------|
| HID - Screw-in Base 250W Replacement           | Retrofit     | \$230 | 0.38  | \$87     |
| HID - Screw-in Base 600W Replacement           | Retrofit     | \$418 | 0.38  | \$159    |
| HID - Screw-in Base 700W Replacement           | Retrofit     | \$397 | 1.52  | \$605    |
| HID -Retrofit Kit w/Driver 400W Replacement    | Retrofit Kit | \$413 | 0.76  | \$315    |
| HID - Retrofit Kit w/Driver 600W Replacement   | Retrofit Kit | \$445 | 0.76  | \$338    |
| HID - Retrofit Kit w/Driver 700W Replacement   | Retrofit Kit | \$572 | 0.76  | \$435    |
| HID - Retrofit Kit w/Driver 900W Replacement   | Retrofit Kit | \$742 | 0.76  | \$564    |
| HID - Retrofit Kit w/Driver 1000W Replacement  | Retrofit Kit | \$990 | 7.62  | \$7,544  |
| Canopy Parking Garage 70W HID                  | Fixture      | \$240 | 0.76  | \$182    |
| Canopy Parking Garage 125W HID                 | Fixture      | \$250 | 0.38  | \$95     |
| Canopy Parking Garage 150W HID                 | Fixture      | \$280 | 0.38  | \$106    |
| Canopy Parking Garage 175-250W HID             | Fixture      | \$304 | 0.38  | \$116    |
| Canopy Parking Garage 250W HID                 | Fixture      | \$266 | 0.76  | \$202    |
| Canopy Gas Stations 250W HID                   | Fixture      | \$279 | 0.38  | \$106    |
| Canopy Gas Stations 400W HID                   | Fixture      | \$638 | 0.38  | \$242    |
| Canopy Gast Stations - Slim - 70W HID          | Fixture      | \$350 | .40   | \$140    |
| Canopy Gast Stations - Slim - 125W HID         | Fixture      | \$395 | 0.76  | \$300    |
| Canopy Gast Stations - Slim - 175W HID         | Fixture      | \$396 | 19.81 | \$7,845  |
| Canopy Gast Stations - Slim - 250W HID         | Fixture      | \$327 | 0.76  | \$249    |
| Canopy Gast Stations - Slim - 320W HID         | Fixture      | \$599 | 0.38  | \$228    |
| Canopy Gast Stations - Slim - 400W HID         | Fixture      | \$637 | 0.38  | \$242    |
| Area Light (Pole/Wall) 175W HID Medium Shoebox | Fixture      | \$665 | 38.1  | \$25,337 |
| Area Light (Pole/Wall) 250W HID Medium Shoebox | Fixture      | \$676 | 60.96 | \$41,209 |
| Area Light (Pole/Wall) 320W HID Medium Shoebox | Fixture      | \$717 | 7.62  | \$5,464  |
| Area Light (Pole/Wall) 400W HID Medium Shoebox | Fixture      | \$759 | 15.24 | \$11,567 |
| Area Light (Pole/Wall) 400W HID Large Shoebox  | Fixture      | \$759 | 22.86 | \$17,351 |
| Area Light (Pole/Wall) 500W HID Large Shoebox  | Fixture      | \$985 | 0.76  | \$749    |
| Area Light (Pole/Wall) 600W HID Large Shoebox  | Fixture      | \$985 | 0.76  | \$749    |
| Area Light (Pole/Wall) 750W HID Large Shoebox  | Fixture      | \$985 | 0.76  | \$749    |
| Area Light (Pole/Wall) 175W HID Medium Cobra   | Fixture      | \$654 | 30.48 | \$19,934 |
| Area Light (Pole/Wall) 250W HID Medium Cobra   | Fixture      | \$687 | 76.2  | \$52,349 |

|  |         |       |      |                  |
|--|---------|-------|------|------------------|
| Area Light (Pole/Wall) 400W HID Medium Cobra | Fixture | \$757 | 38.1 | \$28,842         |
| Area Light (Pole/Wall) 500W HID Large Cobra  | Fixture | \$985 | 0.76 | \$749            |
| Area Light (Pole/Wall) 750W HID Large Cobra  | Fixture | \$985 | 0.76 | \$749            |
| <b>TOTAL</b>                                 |         |       |      | <b>\$499,997</b> |

### **Program Strategy/Avoiding Lost Opportunities**

The Program benefits from having a list of customer sites already verified as having parking lot lighting equipment. SVP has already invested in developing relationships with these customers through the Commercial Direct Install and Snapshot Audit Program and the previous Exterior Lighting Direct Install and Snapshot Audit program. By including this specific program offering to those customers identified with parking lot lighting, SVP is taking advantage of this discovered opportunity and not allowing it to go unaddressed.

### **Program Objectives**

Objective #1: Present the program to enough customers to identify approximately 72 customers willing to participate in the program.

Objective #2: Persuade customers to install approximately 885 parking lot and exterior light fixtures or upgrade kits.

### **Program Metrics**

The proposed metrics for this program include, but are not limited to, the following:

- # of business subscribed
- # of measures installed
- Amount of program budget utilized
- Customer satisfaction

All program metrics will be tracked on a monthly and program-to-date basis. Metrics will be generated by site audit data detailing measure upgrade opportunities, verified measures installed, and customer satisfaction as determined during final verification inspections. Activity reports will include a budget tracker to show how much of the program budget has been utilized and the amount of remaining program budget.

D.

E. Program Implementation

F.

The Program has been implemented and was recently offered to SVP small and mid-size commercial customers until the contract ended in January 2020. The purpose of this Scope of Work is to renew the program to take advantage of remaining energy efficiency opportunities. No additional implementation tasks are necessary to continue administration of the Program.

Based on the proposed budget and the length of time it takes to gain customer agreement to participate, program delivery is expected to span two years from the time the contract is approved.

## **Program Development**

Program development tasks have been completed in earlier phases of the program. ESG and SVP will work together to assure that ESG has the most current eligible customer lists.

## **Program Delivery**

### Task: Customer Service/Support

The Program will have a phone number for customers to call with questions about the program or if they need to talk with a Program field representative. This number will connect customers directly to program staff that can answer questions about the program and, if applicable, put them in a queue for an on-site visit by program subscription staff. ESG also maintains a toll-free number for customers to call if they need to speak to a program representative immediately and the local field rep is not available to answer a call. This assures that SVP customers will always be able to get in touch with Program staff.

### Task: Program Presentation and Subscription

The EEA will visit customer sites to present the program and sign them up to participate. The following are the objectives for the site visit.

- Identify the decision maker and present the program to them
- Evaluate the existing parking light lighting and determine quantity and type of LED upgrade equipment is appropriate
- Offer the LED equipment to the customer and ask them to commit to the installation
- Persuade customer to participate and have them sign participation documents
- Set appointment with customer to deliver LED parking lot lighting equipment
- Enter all activity from the site visit into the iPad application and upload to database

### Task: Order LED Lighting Equipment

Place orders for equipment needed to complete projects.

### Task: Exterior Lighting Equipment Delivery

The EEA will deliver the LED parking lot lighting equipment to the customer and schedule an appointment for the final verification site visit.

### Task: Final Verification Site Visits

EEA will visit the customer site a final time and verify that the LED lighting has been installed. They will also make sure any customer questions or concerns are addressed before they finalize the project and invoice SVP.

### Task: Warranty Information

LED exterior lighting products delivered under the program will carry the standard manufacturer warranty (typically 2-3 years).

### Task: Reporting/Invoicing

Detailed activity reports will be provided to SVP on a monthly basis, along with the monthly invoice for work completed. Reports will include all customers served, and detailed information regarding measures installed at each customer site.

#### Task: CEC Compliance Support

ESG will maintain the documentation necessary to support SVP's reporting requirements (SB 1037, EM&V) for no less than five years.

#### **Payment Schedule**

ESG will submit invoices to SVP monthly, accompanied by detailed reports showing each site visited and work performed at each customer/business site. ESG's payment terms are net 30 days.

If an invoice error is identified by SVP, a corrected invoice will be submitted by ESG within five business days of receiving notification from SVP.

#### **Customer Interface**

ESG will continue to employ the same successful recruitment strategy utilized in delivering the current Program. Effective recruitment of program participants begins with the coordination of effort between ESG and SVP. For example, a utility-endorsed letter is presented to customers on the targeted list that lends credibility to the program and introduces ESG as an approved SVP partner. Following this initial utility contact, EEAs will continue to visit sites on the target customer list. In most cases this will not be the first time an EEA has been onsite talking with the customer, so this program does not require any "cold-calling". If the EEA is unable to speak to the decision maker during an initial site visit, leave-behind materials will be provided and will include information for the customer to schedule a future visit. The EEA will follow-up with the customer at a later time.

It often takes several conversations with a customer before they agree to install the LED lighting equipment. The EEAs must be persistent in pursuing the customer until they have an answer regarding the customer's willingness to participate in the program.

#### **Strategic Partners**

ESG will serve as the program administrator for the Program. In addition, ESG has one other partner we plan to have help in the implementation of the program. ESG has had a relationship with this partner for over seven years and has successfully delivered utility programs with them; including the current Program for SVP. Our program partner is:

RD Energy Solutions  
7333 SE Ellis St.  
Portland, OR 97206

#### **Detailed Information**

Efficiency Services Group key program personnel include:

Mark Gosvener, COO – Contract related issues and general oversight of the program, main point of contact for SVP.

Miranda Boutelle, Program Manager – Program administration, reporting, invoicing.



Dave Barnhart, Manager of Direct Install Services – General oversight of all field activity and coordination with RD Energy Solutions.

ESG program administration responsibilities include:

- Communication with SVP; ESG will serve as SVP's point of contact for anything related to the Commercial Program
- Coordinating all program development tasks with our program partner
- Activity reporting and invoicing
- Budget tracking
- Customer follow-up visits and measure verification

RD Energy Solutions: Key Personnel include:

Zack Lewetag, Vice President of Operations – Coordination of all field activity and oversight of EEAs

Mark Brost, Energy Efficiency Manager – Manages EEAs, product delivery, customer interaction and contractor liaison.

RD Energy Solutions is the partner that performs the customer interface and field functions for the Program. ESG and RD have partnered to implement EE programs to over 32 utilities in California and the Northwest. RD will perform the following tasks:

- Initial customer outreach and program subscription activities
- Ordering and delivery of LED exterior lighting equipment needed to complete installations
- Entering program activity for each business served into the iPad application
- Follow-up verification inspections

### **Quality Assurance and Measure Verification Activities**

The EEAs will be involved in all aspects of the program; from the initial visit to the final verification inspection. This will provide consistent project management of each customer site throughout the program. Final inspections will be performed on all projects to assure that the product is installed and operational, and that all customer needs have been met and customers are happy with the program experience.

### **Customer Complaint Resolution**

Customer complaints are dealt with on a case-by-case basis depending on the specific needs of the customer. Customers may call ESG directly on our toll-free line, or they can contact the EEA that works for RD Energy Solutions. Phone numbers will be listed in program marketing materials, and the EEA will leave their contact information with the customers.

Customer complaints are considered urgent and receive an immediate call-back from a Program representative. Every effort is made to resolve the customer complaints completely and promptly.

During the final inspection, the customer will be asked if they have any questions or concerns. Any concerns or complaints are forwarded via email to the appropriate Program representative

responsible for its resolution, and the responsible person is required to send an email reply that the complaint has been resolved and the customer is completely satisfied.

### Marketing Activities

Experience has shown that customer response to the program is significantly improved by endorsement from their utility. This can be accomplished by SVP mailing a letter to the targeted list of customers prior to EEAs beginning their site visits.

ESG will work with SVP to develop/assemble any program or marketing collateral SVP would like presented to the customers during the EEAs visit.

The remainder of the marketing/sales activities will be relational, face-to-face discussions between the customers and the EEA. It may take several conversations and/or site visits by the EEA to subscribe and complete projects under this program.

### Measurement and Verification of Savings Discussion

KWh savings values for all exterior fixtures are based on calculations based on pre/post wattages, and assume fixtures are on all night. kWh saving assumption calculations are available upon request.

### Savings Estimate per Item

| Description                               | Unit Type | Estimated Units | kWh Per Unit | Total kWh |
|---|-----------|-----------------|--------------|-----------|
| Site Visit & Program Presentation         | Audit     | 762             |              |           |
| Completed Project Administration          | Project   | 76.2            |              |           |
| Wall Pack 70W MH Replacement              | Fixture   | 24.4            | 292          | 7120      |
| Wall Pack 100W MH Replacement             | Fixture   | 0.8             | 439          | 335       |
| Wall Pack 150W MH Replacement             | Fixture   | 0.8             | 648          | 494       |
| Wall Pack 175W MH Replacement             | Fixture   | 31.2            | 702          | 21932     |
| Wall Pack 250W MH Replacement             | Fixture   | 38.1            | 994          | 37871     |
| Wall Pack 400W MH Replacement             | Fixture   | 15.2            | 1464         | 22311     |
| Wall Pack 70W MH Replacement w/Photocell  | Fixture   | 26.7            | 292          | 7788      |
| Wall Pack 100W MH Replacement w/Photocell | Fixture   | 0.8             | 439          | 335       |
| Wall Pack 150W MH Replacement w/Photocell | Fixture   | 153.9           | 648          | 99743     |
| Wall Pack 175W MH Replacement w/Photocell | Fixture   | 47.2            | 702          | 33165     |
| Wall Pack 250W MH Replacement w/Photocell | Fixture   | 38.1            | 994          | 37871     |
| Wall Pack 400W MH Replacement w/Photocell | Fixture   | 22.9            | 1464         | 33467     |
| HID - Screw-in Base 70W Replacement       | Retrofit  | 0.4             | 287          | 114.8     |

|  |              |       |      |       |
|--|--------------|-------|------|-------|
| HID - Screw-in Base 100W Replacement           | Retrofit     | 19.4  | 447  | 8672  |
| HID - Screw-in Base 125W Replacement           | Retrofit     | 61    | 493  | 30053 |
| HID - Screw-in Base 150W Replacement           | Retrofit     | 45.3  | 493  | 22333 |
| HID - Screw-in Base 175W Replacement           | Retrofit     | 2.3   | 656  | 1500  |
| HID - Screw-in Base 250W Replacement           | Retrofit     | 03.8  | 882  | 3360  |
| HID - Screw-in Base 600W Replacement           | Retrofit     | 1.5   | 2132 | 3249  |
| HID - Screw-in Base 700W Replacement           | Retrofit     | 1.5   | 2583 | 3936  |
| HID -Retrofit Kit w/Driver 400W Replacement    | Retrofit Kit | 0.8   | 1468 | 1119  |
| HID - Retrofit Kit w/Driver 600W Replacement   | Retrofit Kit | 0.8   | 2132 | 1625  |
| HID - Retrofit Kit w/Driver 700W Replacement   | Retrofit Kit | 0.8   | 2583 | 1968  |
| HID - Retrofit Kit w/Driver 900W Replacement   | Retrofit Kit | 0.8   | 3075 | 2343  |
| HID - Retrofit Kit w/Driver 1000W Replacement  | Retrofit Kit | 7.6   | 3198 | 24369 |
| Canopy Parking Garage 70W HID                  | Fixture      | 0.8   | 287  | 219   |
| Canopy Parking Garage 125W HID                 | Fixture      | 7.6   | 513  | 3905  |
| Canopy Parking Garage 150W HID                 | Fixture      | 0.4   | 656  | 250   |
| Canopy Parking Garage 175-250W HID             | Fixture      | 0.4   | 615  | 234   |
| Canopy Parking Garage 250W HID                 | Fixture      | 19.1  | 1046 | 19917 |
| Canopy Gas Stations 250W HID                   | Fixture      | 11.4  | 882  | 10076 |
| Canopy Gas Stations 400W HID                   | Fixture      | 1.5   | 1439 | 2193  |
| Canopy Gast Stations - Slim - 70W HID          | Fixture      | .4    | 287  | 114.8 |
| Canopy Gast Stations - Slim - 125W HID         | Fixture      | 0.8   | 513  | 391   |
| Canopy Gast Stations - Slim - 175W HID         | Fixture      | 19.81 | 697  | 13809 |
| Canopy Gast Stations - Slim - 250W HID         | Fixture      | 0.8   | 882  | 672   |
| Canopy Gast Stations - Slim - 320W HID         | Fixture      | .8    | 1128 | 859   |
| Canopy Gast Stations - Slim - 400W HID         | Fixture      | 1.5   | 1386 | 2112  |
| Area Light (Pole/Wall) 175W HID Medium Shoebox | Fixture      | 38.1  | 533  | 20307 |
| Area Light (Pole/Wall) 250W HID Medium Shoebox | Fixture      | 61    | 791  | 48238 |
| Area Light (Pole/Wall) 320W HID Medium Shoebox | Fixture      | 7.6   | 1091 | 8310  |
| Area Light (Pole/Wall) 400W HID Medium Shoebox | Fixture      | 15.2  | 1300 | 19807 |
| Area Light (Pole/Wall) 400W HID Large Shoebox  | Fixture      | 22.9  | 1300 | 29711 |
| Area Light (Pole/Wall) 500W HID Large Shoebox  | Fixture      | 0.8   | 1222 | 931   |
| Area Light (Pole/Wall) 600W HID Large Shoebox  | Fixture      | 0.8   | 1632 | 1243  |

|   |         |      |      |                |
|---|---------|------|------|----------------|
| Area Light (Pole/Wall) 750W HID Large Shoebox | Fixture | 0.8  | 2214 | 1687           |
| Area Light (Pole/Wall) 175W HID Medium Cobra  | Fixture | 30.5 | 533  | 16246          |
| Area Light (Pole/Wall) 250W HID Medium Cobra  | Fixture | 76.2 | 783  | 59672          |
| Area Light (Pole/Wall) 400W HID Medium Cobra  | Fixture | 38.1 | 1275 | 48581          |
| Area Light (Pole/Wall) 500W HID Large Cobra   | Fixture | 0.8  | 1451 | 1106           |
| Area Light (Pole/Wall) 750W HID Large Cobra   | Fixture | 0.8  | 2116 | 1612           |
| <b>TOTAL</b>                                  |         |      |      | <b>715,665</b> |

## EXHIBIT B SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

| Description                                   | Unit Type    | Utility Cost/Price Per Unit |
|---|--------------|-----------------------------|
| Site Visit & Program Presentation             | Audit        | \$100                       |
| Completed Project Administration              | Project      | \$375                       |
| Wall Pack 70W MH Replacement                  | Fixture      | \$285                       |
| Wall Pack 100W MH Replacement                 | Fixture      | \$285                       |
| Wall Pack 150W MH Replacement                 | Fixture      | \$285                       |
| Wall Pack 175W MH Replacement                 | Fixture      | \$320                       |
| Wall Pack 250W MH Replacement                 | Fixture      | \$383                       |
| Wall Pack 400W MH Replacement                 | Fixture      | \$519                       |
| Wall Pack 70W MH Replacement w/Photocell      | Fixture      | \$293                       |
| Wall Pack 100W MH Replacement w/Photocell     | Fixture      | \$293                       |
| Wall Pack 150W MH Replacement w/Photocell     | Fixture      | \$316                       |
| Wall Pack 175W MH Replacement w/Photocell     | Fixture      | \$350                       |
| Wall Pack 250W MH Replacement w/Photocell     | Fixture      | \$383                       |
| Wall Pack 400W MH Replacement w/Photocell     | Fixture      | \$560                       |
| HID - Screw-in Base 70W Replacement           | Retrofit     | \$147                       |
| HID - Screw-in Base 100W Replacement          | Retrofit     | \$147                       |
| HID - Screw-in Base 125W Replacement          | Retrofit     | \$147                       |
| HID - Screw-in Base 150W Replacement          | Retrofit     | \$147                       |
| HID - Screw-in Base 175W Replacement          | Retrofit     | \$190                       |
| HID - Screw-in Base 250W Replacement          | Retrofit     | \$230                       |
| HID - Screw-in Base 600W Replacement          | Retrofit     | \$418                       |
| HID - Screw-in Base 700W Replacement          | Retrofit     | \$397                       |
| HID -Retrofit Kit w/Driver 400W Replacement   | Retrofit Kit | \$413                       |
| HID - Retrofit Kit w/Driver 600W Replacement  | Retrofit Kit | \$445                       |
| HID - Retrofit Kit w/Driver 700W Replacement  | Retrofit Kit | \$572                       |
| HID - Retrofit Kit w/Driver 900W Replacement  | Retrofit Kit | \$742                       |
| HID - Retrofit Kit w/Driver 1000W Replacement | Retrofit Kit | \$990                       |
| Canopy Parking Garage 70W HID                 | Fixture      | \$240                       |
| Canopy Parking Garage 125W HID                | Fixture      | \$250                       |

|  |         |       |
|--|---------|-------|
| Canopy Parking Garage 150W HID                 | Fixture | \$280 |
| Canopy Parking Garage 175-250W HID             | Fixture | \$304 |
| Canopy Parking Garage 250W HID                 | Fixture | \$266 |
| Canopy Gas Stations 250W HID                   | Fixture | \$279 |
| Canopy Gas Stations 400W HID                   | Fixture | \$638 |
| Canopy Gas Stations - Slim - 70W HID           | Fixture | \$350 |
| Canopy Gas Stations - Slim - 125W HID          | Fixture | \$395 |
| Canopy Gas Stations - Slim - 175W HID          | Fixture | \$396 |
| Canopy Gas Stations - Slim - 250W HID          | Fixture | \$327 |
| Canopy Gas Stations - Slim - 320W HID          | Fixture | \$599 |
| Canopy Gas Stations - Slim - 400W HID          | Fixture | \$637 |
| Area Light (Pole/Wall) 175W HID Medium Shoebox | Fixture | \$665 |
| Area Light (Pole/Wall) 250W HID Medium Shoebox | Fixture | \$676 |
| Area Light (Pole/Wall) 320W HID Medium Shoebox | Fixture | \$717 |
| Area Light (Pole/Wall) 400W HID Medium Shoebox | Fixture | \$759 |
| Area Light (Pole/Wall) 400W HID Large Shoebox  | Fixture | \$759 |
| Area Light (Pole/Wall) 500W HID Large Shoebox  | Fixture | \$985 |
| Area Light (Pole/Wall) 600W HID Large Shoebox  | Fixture | \$985 |
| Area Light (Pole/Wall) 750W HID Large Shoebox  | Fixture | \$985 |
| Area Light (Pole/Wall) 175W HID Medium Cobra   | Fixture | \$654 |
| Area Light (Pole/Wall) 250W HID Medium Cobra   | Fixture | \$687 |
| Area Light (Pole/Wall) 400W HID Medium Cobra   | Fixture | \$757 |
| Area Light (Pole/Wall) 500W HID Large Cobra    | Fixture | \$985 |
| Area Light (Pole/Wall) 750W HID Large Cobra    | Fixture | \$985 |

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

#### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:  
  
\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

#### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other



insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

EBIX Inc.  
City of Santa Clara Electric Department  
P.O. Box 100085 – S2 or 1 Ebix Way  
Duluth, GA 30096 John's Creek, GA 30097

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