

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ICF RESOURCES, LLC**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between ICF Resources, LLC, a Delaware limited liability company, with its principal place of business located at 9300 Lee Highway, Fairfax, VA 22031 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). 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 professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and
- 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 PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at his/her own risk and expense. Services to be provided to City are

more fully described in Exhibit A entitled "SCOPE OF SERVICES." All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT AND COMPLETION OF SERVICES.

- A. Contractor shall begin providing the services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties.
- B. When City determines that Contractor has satisfactorily completed the Services, City shall give Contractor written Notice of Final Acceptance. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed. If so requested by the contractor, City shall make this determination within fourteen (14) days of its receipt of such request.
- C. Contractor is not liable for any delay in performance or non-performance caused by Acts of God, war, civil disturbance, government action, labor dispute, computer virus, pandemic illness, inadequate access to City site or data, or anything else beyond Contractor's reasonable control.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform 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.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. 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 the Effective Date of this Agreement and terminate on December 31, 2020.

6. MONITORING OF SERVICES.

City may monitor the Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. 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 shall be entitled to recover the fees paid to Contractor for that portion of Services which fail to conform to the warranty.

8. PERFORMANCE OF SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by 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. Contractor will perform all Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

9. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

10. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Services furnished by it under this Agreement. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed 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 and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor negligent performance of any of the Services furnished under this Agreement.

Any acceptance by City of plans, specifications, construction contract documents, reports, diagrams, maps and other material prepared by Contractor shall not in any respect absolve Contractor from the responsibility Contractor has in accordance with customary standards of good professional practice in compliance with applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

11. 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 at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

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

12. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Services satisfactorily performed up to such date.

13. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

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.

14. 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.

15. 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, however, to manage its employees in their performance of Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

16. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

17. 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. USE OF CITY NAME OR EMBLEM.

Neither Party shall be liable for disclosure or use of information which (1) was known by the receiving party at the time of disclosure due to circumstances unrelated to this Agreement; (2) is generally available to the public without breach of this Agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

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.

18. OWNERSHIP OF MATERIAL.

All material, including information developed on computer(s), which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports and other material first developed, first collected, first prepared or caused to be prepared under this Agreement, but excluding Contractor or subcontractor proprietary software, 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.

19. 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 three (3) 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 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.

20. CORRECTION OF SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

21. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

22. HOLD HARMLESS/INDEMNIFICATION.

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 reasonable attorney's fees in providing a defense to any claim arising therefrom, for which City shall become liable arising from Contractor's negligent, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with the Services performed by Contractor pursuant to this Agreement.

23. 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 with respect to employees and vehicles assigned to the Performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

24. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

25. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations

of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

26. 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.

27. 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.

28. 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, California 95050
or by facsimile at (408) 244-2990

And to Contractor addressed as follows:
Name: ICF Resources, LLC
75 East Santa Clara Street, Suite 300
San Jose, CA 95113

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

29. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

30. LAW GOVERNING CONTRACT 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.

31. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

32. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall comply with the City's Ethical Standards, a copy of which is set forth in Exhibit D, attached hereto and incorporated into this Agreement.

33. AFFORDABLE CARE ACT OBLIGATIONS

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.

34. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict 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.

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; and, the Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. The Effective Date is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

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”

ICF RESOURCES, LLC
a Delaware limited liability company

Dated: _____

By: _____

Name: ROBERT F. TOTH

Title: Senior Vice President, Contracts & Administration

Local Address: 9300 Lee Highway

Fairfax, VA 22031

Email Address: Robert.Toth@ICF.com

Telephone: (703) 934-3000

Fax: (703) 218-2547

“CONTRACTOR”

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ICF RESOURCES, LLC**

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are more fully described in the Contractor's proposal entitled, "Targeted Energy Segment Solution (TESS) for Office Buildings Operated by Property Management Firms Program Scope of Work" dated July 19, 2018, which is attached to this Exhibit A.



Silicon Valley Power

Targeted Energy Segment Solution (TESS),
Office Buildings Operated by Property Management Firms
Scope of Work (SOW)
7/19/2018

Program Snapshot

Program Name	Targeted Energy Segment Solutions (TESS) – Office Buildings Operated by Property Management Firms
Summary Description	<p>The TESS Program identifies and delivers energy efficiency upgrades to commercial office buildings operated by property management firms. This particular sub-segment of buildings are characterized as a hard to reach segment because there are multiple decision makers that include property owners, asset managers, property managers and facility managers and commercial office buildings use lease agreements with their tenants that create split incentive barriers that hinder the approval of energy efficiency improvements.</p> <p>To overcome these barriers, the ICF/AESC Team offers an account management team knowledge on how property owners and managers evaluate and approve efficiency investments; Praxis, AESC's proprietary software platform to identify the best opportunities across the targeted buildings; a self-install measure and incentives consistent with the SVP's core incentive offerings.</p>
Contract Period	2 Years
Market Sector	Commercial
Segment	Office Buildings
Total Building Gross Annual kWh	3,058,510
Total Building Net Annual kWh*	1,835,106
Deemed Savings (% of total)	1,423,400 (47%)
Custom Savings (% of total)	1,635,110 (53%)
Gross Annual kW	254
Net Annual kW*	153

* Net savings were calculated using the DEER NTG ID of Com-Default>2yrs which provides a NTG value of 0.60

Program Development Task

Task 1. Program Design and Start-up

In this task, ICF will plan for and hold the Program kick-off meeting and develop all necessary materials to launch and implement the Program.

Task 1a. Attend Program Kick-Off Meeting

Upon Client Notice to Proceed, ICF will schedule the Program kick-off meeting. This meeting will ensure a shared understanding of program goals and strategy, discuss proposed



enhancements, review and refine the Program design, and coordinate on operations and infrastructure activities. The goals of this meeting include but are not limited to:

- ▶ Identify Roles and responsibilities
- ▶ Review Program plan and metrics
- ▶ Finalize the Program design and coordination with SVP's other programs
- ▶ Receive approval from SVP on list of targeted office buildings in order to avoid overlap with the target market of other programs
- ▶ Define data reporting requirements
- ▶ Review short-term action items and deliverables

Task 1b. Development of Marketing Materials

ICF's Bay-Area based marketing team brings 25+ years of energy efficiency experience to support and promote the TESS Program. Please refer to Task 2b. for a discussion of our marketing approach, noting we will develop the following materials. ICF will work closely with SVP to ensure materials adhere to approved branding guidelines as part of the review and approval process.

- ▶ Direct mail postcard
- ▶ Informational fact sheet
- ▶ Professional PPT template for association and customer presentations
- ▶ One-pager of energy efficient tips for office occupants that can be distributed and posted within office buildings
- ▶ Up to three (3) additional program documents or forms to best address program needs.

Task 1c. Customer Data Ranking

With the understanding that SVP will provide the TESS Team with monthly energy usage data of commercial office buildings in their territory, for at least 12 months of previous usage, we will apply Praxis to rank the buildings by size, occupancy and energy use intensity to determine the scope of buildings that are the best candidates for energy efficiency improvements. The process includes scanning the total targeted office building population and importing energy usage data into Praxis, utilizing default assumptions about energy usage based on building size, type, and location. The entered data is then cleaned up and disaggregated by the tool to eliminate or control for anomalies. A final report with charts and graphs is created for the user to understand existing energy use. We can rank up to 80 buildings.

Task 1d. Program Reporting Set-Up

In this subtask, we will configure our system/tool(s) to support the SVP's invoicing and reporting requirements. Program activity reports may include project pipeline, energy savings delivered and application statuses.

Task 1 Deliverables	
Deliverable	Timing
Kickoff meeting	Upon Client's Notice to Proceed
Program marketing materials	4 weeks from Client's approval of content
Prioritized list of customer best targets via Quick Rank Analysis using Praxis	Within 3 weeks of obtaining data from SVP or customers
Sample monthly report, invoice and project tracking tool	Within two weeks of kickoff meeting



Program Delivery Tasks

Task 2. Customer Service

In this task, activities are centered on interactions with SVP customers. The TESS Program will offer deemed and custom measures and incentives consistent with SVP's current standard incentives. The only difference is that TESS will offer a self-installed tier 2 smart power strip with a \$10 co-pay.

Program Eligible Measures

The following table lists the deemed measures available through the program.

Technology	Measures	Source
Electronic	Tier II advanced power strip (nonresidential)	TRM
Envelope	Efficient Windows	TRM
High Efficiency Heat Pump and AC Units	AC Split Unit-< 5 Tons (55 kBtuh)-15 SEER	TRM
High Efficiency Heat Pump and AC Units	AC Split Unit- 5 Tons (55-64 kBtuh)-15 SEER	TRM
High Efficiency Heat Pump and AC Units	AC Pkg Unit-< 5 Tons (55kBtuh)-15 SEER	TRM
High Efficiency Heat Pump and AC Units	AC Pkg Unit-5 Tons (55-64 kBtuh)-15 SEER	TRM
High Efficiency Heat Pump and AC Units	AC Unit-6to8.5 Tons (65-109 kBtuh)-11.5 EER	TRM
High Efficiency Heat Pump and AC Units	AC Unit-6to8.5 Tons (65-109 kBtuh)-12 EER	TRM
High Efficiency Heat Pump and AC Units	AC Unit-10 Tons (110-134 kBtuh)-11.5 EER	TRM
High Efficiency Heat Pump and AC Units	AC Unit-10 Tons (110-134 kBtuh)-12 EER	TRM
High Efficiency Heat Pump and AC Units	AC Unit-12to17 Tons (135-239 kBtuh)-11.5 EER	TRM
High Efficiency Heat Pump and AC Units	AC Unit-12to17 Tons (135-239 kBtuh)-12 EER	TRM
High Efficiency Heat Pump and AC Units	AC Unit-20to60 Tons (240-759 kBtuh)-10.5 EER	TRM
High Efficiency Heat Pump and AC Units	AC Unit-20to60 Tons (240-759 kBtuh)-10.8 EER	TRM
High Efficiency Heat Pump and AC Units	AC Unit->60 Tons (760 kBtuh)-10.2 EER	TRM
High Efficiency Heat Pump and AC Units	HP Split Unit-< 5 Tons (55 kBtuh)-15 SEER 9 HSPF	TRM
High Efficiency Heat Pump and AC Units	HP Split Unit-5 Tons (55-64 kBtuh)-15 SEER 9 HSPF	TRM
High Efficiency Heat Pump and AC Units	HP Pkg Unit-< 5 Tons (55 kBtuh)-15 SEER 8.5 HSPF	TRM
High Efficiency Heat Pump and AC Units	HP Pkg Unit-5 Tons (55-64 kBtuh)-15 SEER 8.5 HSPF	TRM
High Efficiency Heat Pump and AC Units	HP Unit-6to8.5 Tons (65-109 kBtuh)-11.5 EER 3.4 COP	TRM
High Efficiency Heat Pump and AC Units	HP Unit-6to8.5 Tons (65-109 kBtuh)-12 EER 3.4 COP	TRM
High Efficiency Heat Pump and AC Units	HP Unit-10 Tons (110-134 kBtuh)-11.5 EER 3.4 COP	TRM
High Efficiency Heat Pump and AC Units	HP Unit-10 Tons (110-134 kBtuh)-12 EER 3.4 COP	TRM
High Efficiency Heat Pump and AC Units	HP Unit-12to17 Tons (135-239 kBtuh)-11.5 EER 3.2 COP	TRM
High Efficiency Heat Pump and AC Units	HP Unit-12to17 Tons (135-239 kBtuh)-12 EER 3.2 COP	TRM
High Efficiency Heat Pump and AC Units	HP Unit-20 Tons (240 kBtuh)-10.8 EER 3.2 COP	TRM
High Efficiency Heat Pump and AC Units	Web-enabled programmable thermostat-commercial AC unit	TRM



High Efficiency Heat Pump and AC Units	Web-enabled programmable thermostat-commercial heat pump	TRM
Lighting	LED downlight fixture, 9-15 W, interior, replacing incand	TRM
Lighting	LED downlight fixture, 9-15 W, interior, replacing (2) 2 W CFL	TRM
Lighting	Reduced wattage 4 foot lamp and ballast	TRM
Lighting	Delamp, 4 foot lamp	TRM
Lighting	Delamp, 8 foot lamp	TRM
Lighting	Delamp, 2 foot lamp	TRM
Lighting	Delamp, 3 foot lamp	TRM
Lighting	LED parking lot fixture (existing W<250)	TRM
Lighting	LED parking lot fixture (existing W≥250)	TRM
Lighting	LED wallpack (existing W<250)	TRM
Lighting	LED wallpack (existing W≥250)	TRM
Lighting	LED parking garage fixture (existing W<250)	TRM
Lighting	LED parking garage fixture (existing W≥250)	TRM
Lighting	LED fuel pump canopy fixture (existing W<250)	TRM
Lighting	LED fuel pump canopy fixture (existing W≥250)	TRM
Lighting	LED outdoor pole decorative fixture (existing W<250)	TRM
Lighting	LED outdoor pole decorative fixture (existing W≥250)	TRM
Lighting	Occupancy Sensors	DEER
Lighting	Daylighting Controls	DEER
Lighting	LED downlight, screw-in lamp, 1-3 W, interior	TRM
Lighting	LED downlight, screw-in lamp, 4-20 W, interior	TRM
Lighting	LED MR16, pin-based lamp, interior	TRM
Lighting	LED troffer, 2'X2' and 2'X4'	TRM
Lighting	LED troffer retrofit kit, 2'X2' and 2'X4'	TRM
Lighting	LED high bay fixture	TRM
Lighting	LED low bay fixture	TRM
Windows	Reflective window film, 0.39 SHGC, nonresidential	TRM

Task 2a. Account Management

This task will focus on the engagement with customers (such as facility operators, property management, asset managers, and property owners) to introduce TESS, initiate a dialogue on their investment priorities and identify the best TESS resource that will result in energy reduction.

We will leverage our long-standing relationships with CBRE, Cushman Wakefield, Jones Lang LaSalle and other property management firms active in the area to open doors and initiate project discussions. In addition, we will reach out to various business organizations including the Silicon Valley Building Owners and Managers Association (BOMA) Chapter, the Santa Clara Chamber of Commerce and the local chapter of the International Facility



Management Association (IFMA) to expand our contact list and target specific buildings that can benefit from SVP's incentives. We will also work with service providers such as Trane, Carrier, York and others who already have active service contracts with local buildings. If desired by SVP, we will coordinate with utility Key Customer Representatives with existing relationships with key office building customers.

To help establish relationships and to improve the ROI of bundled projects, we will offer an advanced power strip as a self-install measure, to customers. The advanced power strip will come with a co-pay of \$10 each which is on par with other next generation power strips in the market. We will educate the customer on the enhanced technology and energy savings capability of the power strip and instruct the customer that a requirement of receiving this measure is they must install and register the unit to ensure it is operating. ICF will be required to submit proof of installation to SVP at the time they bill SVP for that measure. We recommend self-installation of these measures to mitigate potential liability issues that may arise from customer equipment malfunctions (that were not caused by the installed measure).

Task 2b. Marketing Implementation

ICF will drive quality interactions on two levels; deploying targeted outreach for initial awareness, then supporting the TESS Energy Advisor with materials to engage interested customers. ICF recognizes that avoiding overlap with other third party programs is important for SVP thus, all customers who respond to ICF's marketing outreach will be submitted to SVP for pre-approval before the TESS team engages with them.

- ▶ Direct Mail Campaign: Targeted drops of up to 500 postcards will be sent to eligible customers to drive awareness and encourage contact with the TESS Energy Advisor.
- ▶ Industry Association Outreach: Engaging key regional organizations to promote the program.
- ▶ Marketing oversight and assistance: Including copywriting and editing for external-facing communications, partnering with SVP to ensure correct approvals and brand and editorial guidelines compliance, and reporting relevant metrics.

Task 2c. Customer Application Support

Incentive application assistance will include:

- ▶ Identifying correct application to use
- ▶ Completion of incentive application
- ▶ Calculation of energy savings (if custom)
- ▶ Scheduling of pre-installation inspection (if required)
- ▶ Successfully obtaining pre-approval
- ▶ Staying in contact during construction (to confirm completion date and update scope if needed)
- ▶ Scheduling a post-installation inspection (if required)
- ▶ Gathering of project invoices and other documentation

For the self-install advanced power strip measure, we will complete an incentive application on the customer's behalf.

Task 2 Deliverables	
Deliverable	Timing
Summary of program activities within Monthly Activity Report	Monthly
Submission of customer incentive applications to SVP	Ongoing



Task 3. Field Services

An important element of our program's ability to deliver value to SVP's portfolio of energy efficiency programs and SVP customers is the upfront engagement we have with customers. For example, in some cases we may determine that it is best to start with the "Quick Opp" feature of AESC's Praxis platform that can help us identify key EE opportunities prior to stepping foot in the building. For property management firms that have several properties within SVP territory, this will provide a "bird's eye" view of where to focus valuable budget dollars. In other situations, the customer can best be supported by a building audit which will provide a more detailed evaluation of the building, energy savings opportunities and the corresponding savings, paybacks, and incentives. There are other customers who know exactly the projects they'd like to implement, and accordingly, we will immediately develop energy savings calculations for inclusion in application documentation.

Task 3a. Quick Opportunity Reports

The next step after ranking customer data (Task 1c), is identifying high level energy efficiency projects within the highest ranked buildings. The "Quick Opps" Report includes tables, charts and graphs that demonstrate potential opportunities. This list of ranked customers and the corresponding list of "Quick Opps" in that building serve as a valuable "door opener" to engage targeted office buildings. We have budgeted for up to 35 Quick Opp Reports.

Task 3b. Building Audits

After an initial screening discussion with the customer, the TESS Energy Advisor will determine whether an audit, and of what type, will best facilitate an eligible project(s). We have budgeted for 10 comprehensive audits as part of this program.

Task 3c. Project M&V

AESC will develop M&V plans for custom projects as determined in the TRM. This includes working with SVP to have the project's M&V plan pre-approved before moving forward. The M&V process ensures that reported savings are accurate both pre and post project installation. The team's CMVP credentialed staff will drive this effort in alignment with industry protocol and best practice, including the IPMVP framework. The M&V plans will address what needs to be documented in project applications in terms of system components and diagrams and crucial variables impacting energy. Depending on the project type, the M&V plan will denote what type of pre and/or post inspection is required, whether it be a desk-based review of documentation, a visual inspection, spot measurement, or logging and metering. If logging and metering is required, the plan will detail the required duration and intervals and monitoring equipment accuracy. The team will assign the appropriate M&V plan to each project as it comes through the program.

Task 3d. Inspection

The team will comply with SVP's pre- and post- inspection guidelines for custom or deemed projects. Each field inspection will include an inspection report, which in turn will be checked through an internal peer review process. Once the site verification and inspection reports document that systems meet program and technical requirements, incentive payments can be made with a high level of confidence that the systems will perform as intended.

Task 3 Deliverables	
Deliverable	Timing



Task 3 Deliverables	
Quick Opp analysis of 50 top ranked buildings	Within first quarter of Notice to Proceed
20 building audits	Within the first 2 quarters after Notice to Proceed
Project M&V Plans	Within 3 weeks of signed customer incentive application
Inspection reports per the M&V plan	Within 2 weeks of project inspection

Task 4. Program Administration

This task addresses activities needed to run the program in adherence with SVP guidelines and ICF's contractual obligations.

Task 4a. Project Management

Forecasting rebates in the pipeline is essential to allow for utility assessment of program status and cash management of rebate budgets. This begins with capturing pre-approvals accurately and an ongoing estimation of projected applications. ICF understands the necessity of accounting for and tracking every rebate application. Compliance with contract SOW is a fundamental element of our project management activities.

Our program tracking system will provide a regular status on program savings as well as project status information that documents the life-cycle of the project from initial customer engagement, to Quick Opps audit, incentive application support, construction and inspection. SVP can expect ICF to provide a monthly program status report that will summarize ICF's activities of the month prior. This report will accompany our monthly invoice. ICF's established financial management system is used to generate monthly client invoices, along with the required documentation to support the invoice. The details of the report will depend upon mutually agreed-upon program KPIs, but could include:

- ▶ Monthly program performance and project status
- ▶ Monthly kWh and kW savings
- ▶ Key actions items, issues, and risks to program

Task 4b. Program QA/QC

As part of this task, we will respond to customer inquiries, documenting the calls/emails and following SVP's approved TESS Program Complaint Resolution Procedures. All customer inquiries will be communicated to SVP via our monthly program status report.

Task 4 Deliverables	
Deliverable	Timing
Program status report	Monthly

Program Budget

ICF will be compensated on a time and material (T&M) basis with a Not-to-Exceed amount of \$422,499 for the two year contract term. Once the program has been implemented, ICF respectfully requests to work with SVP to adjust budgets per task if necessary.

Task	Cost
<i>Program Development</i>	
Task 1. Program Design and Startup	\$37,874
Task 1a – Attend Program Kick-Off Meeting	\$5,242



Task 1b – Development of Marketing Materials	\$20,725
Task 1c – Customer Data Ranking	\$7,932
Task 1d – Program Reporting Set-Up	\$3,975
<i>Program Implementation</i>	
Task 2. Customer Service	\$247,049
Task 2a – Account Management	\$196,602
Task 2b – Marketing Implementation	\$18,760
Task 2c – Customer Application Support	\$31,687
Task 3. Field Services	\$104,411
Task 3a – Quick Opportunity Reports	\$19,053
Task 3b – Building Audits	\$61,994
Task 3c – Project M&V	\$4,849
Task 3d – Inspections	\$18,515
Task 4. Program Administration	\$33,165
Task 4a – Project Management	\$30,875
Task 4b – Program QA/QC	\$2,290
Total	\$422,499

Invoicing

Invoices will be submitted on approximately a monthly basis. Full payment is due within 30 calendar days of the invoice date.

Rate Card

The following labor rates are for work completed by ICF Resources personnel in the calendar years 2018-2020. The labor categories listed below will be billed at the hourly rates indicated and are inclusive of salary, overhead and fee. Subcontractor costs, including subcontractor labor, will be invoiced at actual cost plus a 2.86% G&A fee that reflects our cost to administer subcontractors.

Labor Category	Hourly Rate
	2018/2020
Executive	\$303
Principal	\$225
Senior Manager I	\$138
Senior Manager II	\$148
Senior Manager III	\$160
Senior Technical Specialist I	\$115
Senior Technical Specialist II	\$125
Senior Technical Specialist III	\$135
Manager I	\$119
Manager II	\$125
Manager III	\$130



Engineer I	\$110
Engineer II	\$120
Engineer III	\$130
Senior Engineer	\$140
Technical Specialist I	\$100
Technical Specialist II	\$105
Technical Specialist III	\$111
Senior Associate I	\$90
Senior Associate II	\$97
Senior Associate III	\$105
Associate I	\$74
Associate II	\$83
Associate III	\$88
Analyst I	\$67
Analyst II	\$71
Analyst III	\$75
Research Assistant I	\$58
Research Assistant II	\$62
Research Assistant I	\$65

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
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EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed four hundred twenty two thousand four hundred ninety nine dollars (\$422,499.00), subject to budget appropriations.

The following labor rates are for work completed by ICF Resources personnel in the calendar years 2018-2020. The labor categories listed below will be billed at the hourly rates indicated and are inclusive of salary, overhead and fee. Subcontractor costs, including subcontractor labor, will be invoiced at actual cost plus a 2.86% G&A fee that reflects our cost to administer subcontractors. Other direct costs will be invoiced to City at cost without markup.

Labor Category	Hourly Rate
	2018/2020
Executive	\$303
Principal	\$225
Senior Manager I	\$138
Senior Manager II	\$148
Senior Manager III	\$160
Senior Technical Specialist I	\$115
Senior Technical Specialist II	\$125
Senior Technical Specialist III	\$135
Manager I	\$119
Manager II	\$125
Manager III	\$130
Engineer I	\$110
Engineer II	\$120
Engineer III	\$130
Senior Engineer	\$140
Technical Specialist I	\$100
Technical Specialist II	\$105
Technical Specialist III	\$111
Senior Associate I	\$90
Senior Associate II	\$97
Senior Associate III	\$105
Associate I	\$74
Associate II	\$83
Associate III	\$88

Analyst I	\$67
Analyst II	\$71
Analyst III	\$75
Research Assistant I	\$58
Research Assistant II	\$62
Research Assistant I	\$65

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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 complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

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.

F. EVIDENCE OF COVERAGE

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.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

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

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance/compliance representatives.

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EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.