

FORM APPROVED COUNTY COUNSEL  
 BY: *H. S. Vecker* 10/13/09  
 MARSHAL VICTOR DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

618



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**  
 September 21, 2009

**SUBJECT:** Professional Services Agreement for Energy Efficiency & Conservation Block Grant

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and execute the attached Professional Services Agreement with HDR Architecture, Inc., not to exceed \$50,000; and
2. Authorize the undersigned Assistant County Executive Officer/EDA, or his designee, to administer all actions to complete this transaction.

**BACKGROUND:** (Commences on Page 2)

*Robert Field*

Robert Field  
 Assistant County Executive Officer EDA

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 50,000	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	09/10

<b>SOURCE OF FUNDS: Energy Efficiency &amp; Conservation Block Grant Funds (100%)</b>	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE  
*Jennifer L. Sargent*  
 Jennifer L. Sargent

**County Executive Office Signature**

Policy  
 Policy

Consent  
 Consent

Dep't Recomm.:  
 Per Exec. Ofc.:

Prev. Agn. Ref.: 3.36, 6/2/09

District: All

Agenda Number:

3.27

ATTACHMENTS FILED  
 WITH THE CLERK OF THE BOARD

Departmental Concurrence

Purchasing: *Mark Seller*, Assistant Director

**BACKGROUND:**

On June 2, 2009, the Board authorized the Economic Development Agency to apply for, receive and distribute funding from the Energy Efficiency & Conservation Block Grant Program (EECBC) to eligible parties for eligible activities. On June 18, 2009, EDA submitted its initial application for EECBG funding to the Department of Energy (DOE).

The initial funding request was for \$50,000 to complete the Energy Efficiency and Conservation Strategy document (EECS) that is a program prerequisite for receiving funding for energy efficiency projects. On August 4, 2009, the DOE approved the initial application and awarded the County \$50,000 for this purpose.

According to the grant requirements, the County has 120 days from August 4, 2009 to complete the strategy document and submit it to DOE, along with a proposed project roster, proposal justifications and budget estimates. To facilitate adherence to the resulting deadline of December 2, 2009, EDA seeks to hire the pre-qualified architectural firm, HDR, Inc., to assist staff in completing the required energy strategy document. HDR already has experience in performing this type of work for other counties and is able to adhere to the DOE deadlines in completing this work. The budget for this grant activity approved by DOE is \$50,000. HDR has submitted a proposal to complete the work for \$42,334. Per County procedures for awarding work to pre-qualified firms, EDA is requesting that the Board approve the professional services agreement with HDR, not to exceed \$50,000.

**FINANCIAL DATA:**

All costs associated with this agreement are fully funded through the Energy Efficiency & Conservation Block Grant from the Department of Energy. Thus, there is no impact to the General Fund and no additional net county cost will be incurred as a result of this transaction.

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**ENERGY EFFICIENCY & CONSERVATION BLOCK GRANT PROGRAM**

**between**

**COUNTY OF RIVERSIDE**

**and**

**HDR ENGINEERING, INC.**



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**TABLE OF CONTENTS**

<b><u>SECTION HEADING NUMBER</u></b>	<b><u>PAGE</u></b>
1. Description of Services .....	
2. Period of Performance.....	
3. Compensation.....	
4. Alteration or Changes to the Agreement .....	
5. Termination.....	
6. Ownership/Use of Contract Materials and Products .....	
7. Conduct of Contractor.....	
8. Inspection of Service: Quality Control/Assurance .....	
9. Independent Contractor .....	
10. Subcontract for Work or Services .....	
11. Disputes .....	
12. Licensing and Permits .....	
13. Use by Other Political Entities .....	
14. Non-Discrimination .....	
15. Records and Documents .....	
16. Confidentiality .....	
17. Administration/Contract Liaison.....	
18. Notices .....	
19. Force Majeure .....	
20. EDD Reporting Requirements .....	
21. Hold Harmless/Indemnification .....	
22. Insurance .....	
23. General .....	
Exhibit A-Scope of Service .....	
Exhibit B- Payment Provisions .....	

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This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between HDR--ENGINEERING, INC. (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, consisting of 18 pages at the prices stated in Exhibit B, Payment Provisions, consisting of 1 page.

1.2 CONTRACTOR represents that it has the skills, experience and knowledge necessary to fully and adequately perform under this Agreement, and the COUNTY relies upon this representation. CONTRACTOR shall perform in conformance to and consistent with the customary standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continue in effect through JANUARY 31, 2010. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

**3. Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$50,000 including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically

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stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses beyond those identified in Exhibits A and B related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County area's consulting services and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the completion of work, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

**COUNTY OF RIVERSIDE  
ECONOMIC DEVELOPMENT AGENCY/FACILITIES MANAGEMENT  
3133 MISSION INN AVE.  
RIVERSIDE, CA 92507**

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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- c) In accordance with California Government Code Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated and have no further force and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

#### **5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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**5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement and at the rates set forth in Exhibit B.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Materials and Documents**

The CONTRACTOR agrees that all materials, reports or documents in any form, including electronic, created by CONTRACTOR pursuant to this Agreement shall be the sole property of the COUNTY; and may be used by the COUNTY for any purpose COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports or products without prior written authorization of the COUNTY. Any reuse or

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modification of such material or documents by the COUNTY for purposes other than those intended by the CONTRACTOR under this agreement shall be at the COUNTY's sole risk and without liability to the CONTRACTOR.

**7. Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed by CONTRACTOR are not in conformance with the Standard of Care hereunder or other terms of this agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services in conformance with the Standard of Care and terms of the Agreement at no additional cost to the COUNTY. When the services to be

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performed are of such nature that the difference cannot be corrected, the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed.. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

**8.2** CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to provide proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess or evaluate CONTRACTOR's performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

**9. Independent Contractor**

The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

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**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

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**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's time based and reimbursable expense costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data

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which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement. Confidential Information shall not include any information that is in the public domain.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY except when such information is required to be disclosed by court order or by law.. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

**ECONOMIC DEVELOPMENT AGENCY  
FACILITIES MANAGMENT  
3133 MISSION INN AVE.  
RIVERSIDE, CA 92507**

**CONTRACTOR**

**HDR--ENGINEERING, INC.  
2280 MARKET STREET  
SUITE 100  
RIVERSIDE, CA 92501**

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**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, to the extent caused by the negligent act or omission, recklessness or willful misconduct of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. CONTRACTOR shall

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defend, at its sole cost and expense, including but not limited to reasonable attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification of COUNTY. CONTRACTOR's obligations hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal (or similar document) relieving the COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the COUNTY.

**21.2** In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code Section 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the COUNTY to the fullest extent allowed by law.

## **22. Insurance**

Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

### **22.1 Workers' Compensation**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per

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accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

**22.2 Commercial General Liability**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**22.3 Vehicle Liability**

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

**22.4 General Insurance Provisions - All lines**

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

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b) The CONTRACTOR must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such

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as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

### **23. General**

**23.1** Neither party shall delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR represents that it has good title to all materials used by

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CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes or regulations which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**COUNTY:**

Approved as to Form:

By: Marsha Victor 10/13/09  
Marsha Victor  
Deputy County Counsel

BOARD OF SUPERVISORS

\_\_\_\_\_  
Chairman, Board of Supervisors

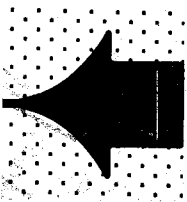
ATTEST:  
Nancy Romero  
Clerk of the Board  
By: \_\_\_\_\_

**CONTRACTOR:**

**HDR--ENGINEERING, INC.**

2280 MARKET STREET  
SUITE 100  
RIVERSIDE, CA 92501

Signature: [Signature]  
PrintName: Richard Coles  
Title: Vice President  
Dated: 10.13.09



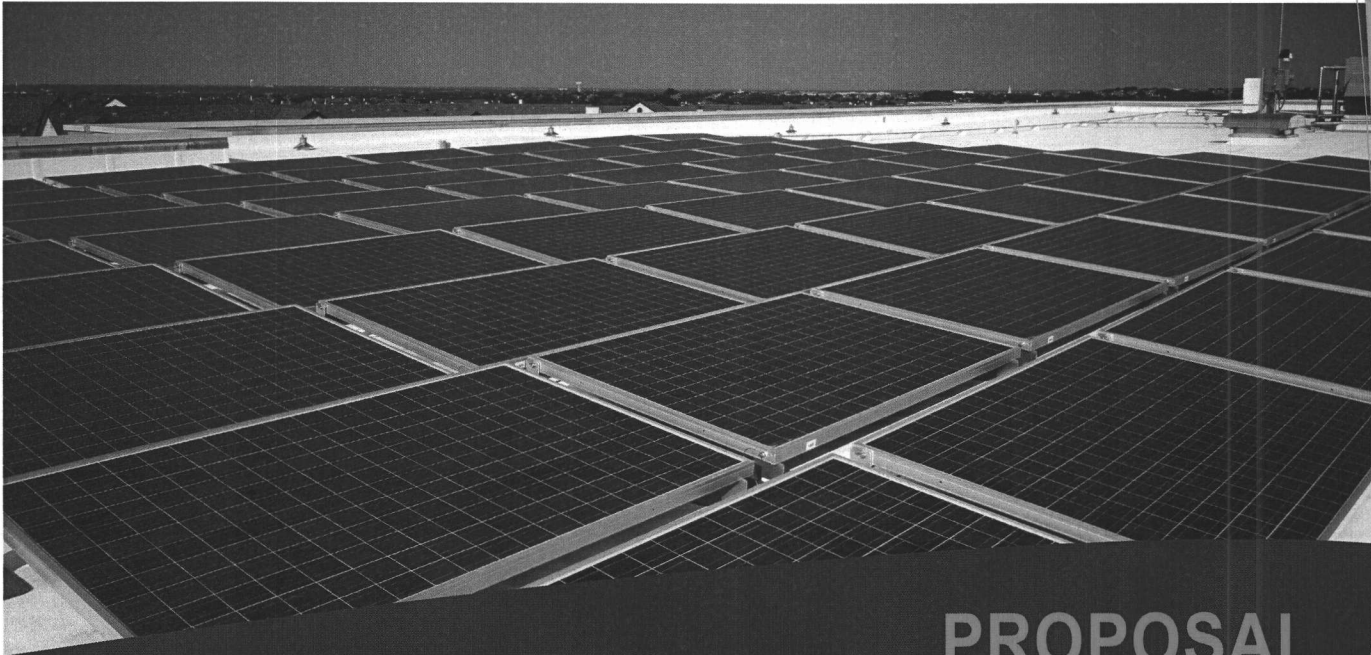
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**EXHIBIT A  
SCOPE OF SERVICE**

***SEE ATTACHED PROPOSAL (18 PAGES)***



HDR ONE COMPANY | *Many Solutions*  
3230 El Camino Real | Suite 200  
Irvine, California 98004



PROPOSAL

# Riverside County

## Energy Efficiency & Conservation Strategy

TAILORED SOLUTIONS TO EFFECTIVELY UTILIZE  
FUNDING FROM THE ENERGY EFFICIENCY AND  
CONSERVATION BLOCK GRANT (EECBG) PROGRAM

08.12.2009

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<b>Section I: Cover letter</b> .....	<b>1</b>
<b>Section II: Firm <u>Background</u></b> .....	<b>4</b>
<b>Section III: Previous <u>Experience</u></b> .....	<b>5</b>
<b>Section IV: Project <u>Approach</u></b> .....	<b>11</b>
<b>Section V: Project <u>Personnel</u></b> .....	<b>14</b>
<b>Section VI: <u>Schedule</u></b> .....	<b>17</b>
<b>Section VII: <u>Cost Estimate</u></b> .....	<b>18</b>

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August 13, 2009

Ms. Janet Purchase, Energy Manager  
County of Riverside  
Economic Development Agency, Facilities Management  
3133 Mission Inn Avenue  
Riverside, CA 92507

Dear Ms. Purchase:

HDR would like to thank you for the opportunity to provide an updated proposal for the Energy Efficiency Conservation Block Grant Strategy. This proposal worked within your budget and time constraint. The proposal includes the four tasks outlined in the attached scope of work that will complete the strategy in 60-days from notice to proceed, which is estimated during the week of September 1<sup>st</sup>. The proposal provides a final Strategy in November for Riverside County's submission to the U.S. Department of Energy by December 2<sup>nd</sup>. The Strategy scope is based on your attached Draft EECBG Project List and the County's provision of project cost and energy saving data, but we have provided some flexibility to address some adjustments and data development.

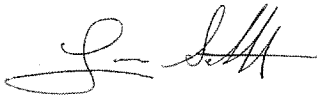
Our proposed fixed-fee for this service is \$42,334.

In addition, provided for your consideration, is a completely optional Task 5 that could indentify additional energy and cost savings for Riverside County, and potential funding sources. This optional task is \$7,304 if approved concurrently with the proposal.

Thank you again for selecting HDR for the EECBG Workshop project. I hope you find the updated attached proposal to address your EECBG Strategy needs addresses your quality, timing, and cost requirements. Again, thank you for this opportunity. If you any questions, please contact me at 858-712-8304.

Sincerely,

**HDR Engineering, Inc.**



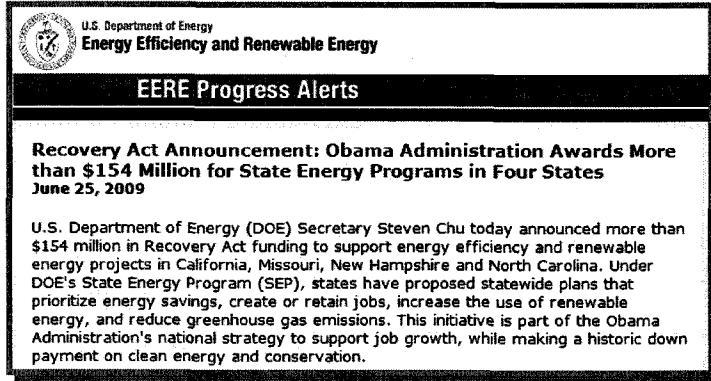
Lance Schulte, AICP  
Project Manager

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## Section II: Firm Background

### Riverside County Energy Efficiency and Conservation Strategy

HDR is a global leader of integrated multidisciplinary design, with nearly 8,000 employee-owners in more than 165 offices worldwide. Our success is a product of a commitment to three key strategies: *forward thinking, design excellence, and superior client service.*



Visionary thinking is clearly illustrated in HDR's early adoption of sustainability practices; embracing responsibilities as both a professional firm and as a good corporate citizen. *Providing clients with high performance solutions that are good for their businesses, good for their communities, and good for the planet are always top priorities. It's how HDR designs the future.*

Unique among our major competitors, our operating philosophy is to be an expertise-driven national firm which delivers tailored solutions through a strong local presence. HDR has extensive experience working with cities, counties, and regional government agencies in California, and our project team has many years of experience developing and implementing energy programs and regional plans within local governments. As an integrated firm, HDR provides a total spectrum of services for our many agency clients. Our staff represents hundreds of disciplines. HDR is committed to your sustainability success. Experience in sustainability projects around the state helped to improve California's quality of life, the level of forward-thinking, and the future projects that are outcomes of successful, innovative plans and projects. These are the priorities that guide our work together to generate a successful energy strategies for the Cities of San Gabriel Valley

HDR will create a tailored solution to most effectively utilize the funding from the Energy Efficiency and Conservation Block Grant (EECBG) program to capitalize on other funding or future grant opportunities. The following subsections showcase the capabilities and experience of HDR by highlighting relevant projects, subdivided into major project elements:

- Writing federal grant applications
- Municipal energy management plan preparation
- LEED standards
- Greenhouse gas (GHG) emissions
- Sustainable return on investments
- Building commissioning
- Energy efficient products & services
- Energy audits
- Strategic planning
- Regional coordination & collaboration

**Section III: Previous Experience**

*Riverside County Energy Efficiency and Conservation Strategy*

The table on the next page demonstrates our recent experience. More detailed descriptions of key projects follow on page six.

## Section III: Previous Experience

Riverside County Energy Efficiency and Conservation Strategy

CATEGORIES		PROJECT		SUBCATEGORIES																
				Energy Management Planning (EMP)	EMP Implementation	Climate Action Planning (CAP)	CAP Implementation	Greenhouse Gas Inventory, Strategy, Reduction	Sustainability Plan Development	Sustainability Plan Implementation	Carbon Footprinting, Market Analysis, Carbon Credits	Sustainable Return On Investment (SROI)	Sustainable Business Plan & Risk Analysis	Energy Audits/Retrofits	Energy Efficiency	LEED Certification	Sustainable Building Design	Grant Application & Funding Assistance	Energy Efficiency Conservation Strategy (EECS)	Leverage and Public Private Partnership Development
American Recovery and Reinvestment Act (ARRA)	Citywide Environmental And Fiscal Stewardship Initiative, Meridan, Idaho																	X	X	
	AARA Funding Assistance San Jose, California																	X	X	
Energy Efficiency and Conservation Block Grant(EECBG) Assistance	EECBG Development (Phase I and II) Pima County, Arizona																	X	X	
	EECBG Application And Energy Efficiency Conservation Strategy, City Of Cedar Hill, Texas																	X	X	
Energy Efficiency and Conservation Strategy (EECS) Development	Sustainable Community Visioning And EECBG Program Management, McKinney, Texas								X									X		
	EECBG Application And EECS Development Corpus Christi, Texas																	X	X	
	EECBG Assistance And Community Sustainability Plan, Denton, Texas								X									X		
Energy Efficiency Conservation Planning	Climate Action Planning, City of Hayward, California					X		X												
	Climate Action Planning,, City of San Francisco, California					X		X							X					
	Greenhouse Gas Emissions and Sustainable Business Practices Assessment, Packard Foundation							X	X			X	X							
	Greenhouse Gas Inventory Preparation And Strategy, Norcal Waste Systems, San Francisco, California							X			X									
	Greenhouse Gas Evaluation of Investments Option, Salinas Valley, California						X		X											
	Electrical Energy Management Plan University of Washington	X													X	X			X	
	Energy Analysis for CAP, San Francisco, California	X							X							X				
	20-year Energy Plan, City of Irvine, California	X							X		X					X				
	Association of Bay Area Governments - Local Government Energy Partnership, San Francisco, California	X	X												X					
	Large Scale Retrofit Program City and County of San Francisco, California	X										X			X			X		
	Western Governors Association - Evaluation of Energy Savings Potential in the U.S. - Mexico Border Region	X										X				X				
	Carbon Fund Development, San Francisco, California									X		X		X						
	Carbon Technical Advisors for New York/New Jersey Port Authority, New York, NY											X								
Carbon Footprinting and Life Cycle Analysis of the Structural Steel Industry, American Institute of Steel Construction, Chicago, Illinois											X									
Carbon Credits Business Case , Enbridge Solutions, Toronto, Canada											X	X	X	X	X					
Federal Agencies	U.S. EPA Integrated Environmental Strategies Program, Latin America							X			X	X			X					
	Marine Corps Air Station Sustainable Installation Plan, Iwakuni, Japan							X	X						X	X				
	Department of Energy, Metrics and Leverage Guidance (in negotiations)																			
	Department of Defense, Sustainable Community Rating System																			
SROI, Cost Benefit Analysis, Risk Analysis	LCCA/SROI at Fort Belvoir Community Hospital, Fort Belvoir, Virginia	X										X	X							
	Cost Benefit Analysis for the Tehachapi Trade Corridor, BNSF Railway											X	X							
	Cost Benefit Analysis of LEED-EB at Johns Hopkins University, Baltimore, Maryland											X	X							
	Enbridge Electricity and Gas, Toronto, Canada										X		X							
	McKinney LEED Building, McKinney, Texas	X										X	X	X		X	X	X		
Public Private Partnership Development and Leverage	Stop Wise Business Partnership, Stopwaste.org, Alameda County, California																			X
	Moynihan Station Development Project, New York, NY																			X
	Administration Building Redevelopment, Fort Lauderdale, Florida																			X
	EECBG Venture Capital Strategy Volusia County, Florida	X							X	X	X	X	X			X		X	X	X

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## Section III: Previous Experience

*Riverside County Energy Efficiency and Conservation Strategy*

### Relevant Project Experience

#### ▶ ARRA, EECBG, EECS Assistance And Development

##### SAN JOSE ARRA APPLICATION AND FUNDING ASSISTANCE

San Jose, California

HDR is assisting the City of San Jose to quickly develop a strategy to secure funding for two waste management projects using American Recovery and Reinvestment Act of 2009 (Stimulus) funding sources. HDR will be leading two charettes – one workshop for each project – in which key city staff will come together to clearly define the projects, identify best-suited Stimulus funding opportunities, and develop strategy for pursuing funding. It is likely that San Jose will be pursuing Stimulus funding that will be distributed based on a competitive bidding process, so part of the charrette will be focused on what San Jose's should be doing today to make ensure its projects will perform well in a competitive selection process.

##### PIMA COUNTY EECBG DEVELOPMENT (PHASES I AND II)

Pima County, Arizona

HDR was retained by Pima County to assist in the development of the County's EECBG Program. Phase I of the project included: identification of the information, procedures, and forms required to submit the EECBG formula grant application to receive approximately \$4 million in federal funding; collection, organization, and analysis of data necessary to support the Grant application; facilitation of the development, prioritization, and management of the various County projects to be conducted with the EECBG funding; and creation and submittal of the EECBG application materials. Phase II of the project will be conducted with a portion of the initial EECBG funding stream and includes the development of Pima County's comprehensive EECS.

##### CITYWIDE ENVIRONMENTAL AND FISCAL STEWARDSHIP INITIATIVE

Meridian, Idaho

This project will assess the more efficient use of fiscal and physical resources related to the provision of city services and operation and maintenance of facilities. Energy conservation strategies, renewable energy

programs and a comprehensive approach to reduce local carbon emissions will be developed. HDR will also develop an outline of an Energy Efficiency and Conservation (EEC) Strategy and an Energy Consumption Baseline to be submitted to the Department of Energy (DOE) to assist the City in obtaining grant funding from the Energy Efficiency and Conservation Block Grant.

##### CITY OF CEDAR HILL EECBG APPLICATION AND ENERGY EFFICIENCY CONSERVATION STRATEGY

Cedar Hill, Texas

HDR was retained by the City of Cedar Hill to assist in the development of the City's EECBG Program. The first part of the project included the identification of information, procedures, and forms required to submit the EECBG formula grant application to receive approximately \$176,000 in federal funding and the creation and submittal of the EECBG application materials. Once the application has been approved by the Department of Energy (DOE), HDR will assist the City with the development of their comprehensive Energy Efficiency and Conservation Strategy (EECS) that will satisfy the DOE's requirements to receive the EECBG funding. The strategy will include identification and prioritization of several projects (already identified by the City) that will be submitted for consideration for the pending EECBG competitive grants. As part of this same contract, HDR will also assist the City with the preparation of a preliminary "City Center TOD" overlay district study, with the intent of identifying key project goals, metrics and implementation strategies which will be included in applications for additional project funding, such as the NCTCOG Sustainable Development program and the EECBG competitive grants.

##### CITY OF CORPUS CHRISTI EECBG APPLICATION AND EECS DEVELOPMENT

Corpus Christi, Texas

HDR was retained by the City of Corpus Christi to assist in the development of the City's EECBG Program. The first phase of the project included the identification of information, procedures, and forms required to submit the EECBG formula grant application to receive approximately \$250,000 in federal funding and the creation and submittal of the EECBG application materials. Once the application has been approved by the Department of Energy (DOE), HDR will assist the City with the development of their comprehensive Energy Efficiency and Conservation

## **Section III: Previous Experience**

### *Riverside County Energy Efficiency and Conservation Strategy*

Strategy (EECS) that will provide the framework for decision making on the specific uses proposed for the additional grant money that is allocated to the City by the EECBG formula grants, describe the City's goals and objectives for energy management, demonstrate the City's priorities and how they match those of the EECBG program, and indicate how the applicant's goals are to be achieved and progress evaluated. One of the primary projects the City anticipates funding with the remaining EECBG funds is the development of a Community Sustainability Plan, of which the EECS will become a part of. If the project is approved for funding by the DOE (which is anticipated), HDR will be leading this effort in 2010.

#### **CITY OF DENTON EECBG ASSISTANCE AND COMMUNITY SUSTAINABILITY PLAN**

Denton, Texas

HDR was retained by the City of Denton to assist with the EECBG application process, development of the City's Energy Efficiency and Conservation Strategy (EECS), and prepare a holistic, community sustainability plan. The project has been broken out into phases to allow the City to leverage funds from the EECBG program and several other funding sources. The initial phase involved researching available grants for specified projects the City wants to get done and assistance with data collection and preparation of forms required to submit grant applications, including the EECBG application. The second phase of the project involves preparation of the City's Energy Efficiency and Conservation Strategy (EECS), which will begin once the City receives approval of its application from the DOE. The final phase of the project is to conduct workshops, visioning efforts and SROI analysis for identified initiatives to develop a holistic community sustainability plan with prioritized initiatives, goals, metrics and projects.

#### **► Energy Efficiency, Energy Conservation, Energy Planning**

#### **CITY OF HAYWARD CLIMATE ACTION PLAN**

Hayward, CA

HDR was recently hired by the City of Hayward's to develop a Climate Action Plan which was developed in collaboration with Hayward's residents, business community, and city staff. The Plan aligns city's greenhouse gas emissions goals with California's goals

and identifies over 50 specific and locally-appropriate actions to reduce emissions from the energy, transportation, and solid waste sectors. HDR helped Hayward prioritize actions based on four evaluation criteria: potential emissions reductions, cost to implement, ease of implementation, and time to full implementation. The Plan includes an implementation timeline based on the prioritized action list and some potential sources for long-term funding. The Draft Climate Action Plan was released for public review in February 2009 and is expected to be approved in July 2009. In collaboration with the residential and business communities that will identify current local greenhouse gas emissions, and will propose locally appropriate strategies that City government and the community can use to reduce those emissions.

#### **CITY OF SAN FRANCISCO CLIMATE ACTION PLAN**

City and County Of San Francisco

The goals for San Francisco's Climate Change Action Plan include accelerating and expanding existing energy programs in all areas – transportation, energy efficiency, renewable energy and solid waste; developing the institutional infrastructure to support new emissions-related programs; securing resources to support implementation; and setting up emissions tracking mechanisms and indicators to measure progress. HDR provided assistance in developing assumptions and modeling energy use savings from a range of proposed energy efficiency programs, researching energy usage and energy forecasts, and providing technical assistance in forecasting the City's greenhouse gas emissions. HDR also provided engineering estimates of potential energy savings for community energy efficiency measures to be recommended in the City's Climate Plan.

#### **GREENHOUSE GAS EMISSIONS AND SUSTAINABLE BUSINESS PRACTICES ASSESSMENT FOR THE PACKARD FOUNDATION SAN FRANCISCO, CA**

HDR/BVA is assessing the Packard Foundation's operational greenhouse gas emissions and sustainable business practices, as a critical initial step toward establishing and implementing a plan to reduce emissions and enhance the foundation's operational sustainability. HDR/BVA is assessing every aspect of the foundation's business operations and will measure

## **Section III: Previous Experience**

*Riverside County Energy Efficiency and Conservation Strategy*

and/or calculate the consumption of a variety of resources including energy, water, consumable products, solid waste and others. The foundation's larger objective is not only to understand the impact of its operations, but to reduce GHG emissions and enhance sustainability within its business practice. HDR/BVA is helping the foundation prioritize options to achieve emission reduction goals based on cost effectiveness, reduction potential, feasibility and compatibility with other organizational goals. HDR/BVA is also helping the foundation with goal setting and program design in order to adequately monitor and report progress.

### **GREENHOUSE GAS INVENTORY PREPARATION AND STRATEGY**

**NORCAL WASTE SYSTEMS, INC, SAN FRANCISCO, CA**

HDR was retained to guide this waste management firm through the process of conducting its first greenhouse gas inventory and certifying the results with the CCAR. HDR's role is to develop a GHG management strategy including creating appropriate corporate metrics, seeking emissions reduction opportunities, and navigating emergent carbon markets.

### **GREENHOUSE GAS EVALUATION OF INVESTMENT OPTIONS**

**SALINAS VALLEY SOLID WASTE AUTHORITY, SALINAS, CA**

HDR was retained to evaluate GHG emissions for several long-term solid waste management scenarios, including construction of a new landfill or utilization of two possible conversion technologies (waste-to-energy and autoclave), and five potential locations for disposal of residual waste. The analysis included a ranking of each scenario based on expected emissions. HDR is currently helping the Authority plan and implement the preparation of Climate Action Plans and progress monitoring programs for the Authority and its five cities and Monterey County members.

### **ELECTRICAL ENERGY MANAGEMENT PLAN FOR THE UNIVERSITY OF WASHINGTON** **UNIVERSITY OF WASHINGTON**

HDR/BVA developed a long-term electrical energy management plan for the University of Washington, a campus with more than 250 buildings. The plan recommends several strategies for lowering campus electrical use, including retrofits of existing buildings, upgrades to the central plant and utilities, incorporating

energy-efficient design into new construction projects, improved operations and maintenance practices, and a campus energy awareness program. HDR/BVA identified the potential for \$2 million in annual energy savings at the University through an investment of about \$14 million over five years. The plan included a recommendation for establishing a campus energy management group. HDR/BVA also assisted the University to obtain \$5 million in financial assistance from Seattle City Light.

### **ENERGY ANALYSIS FOR SAN FRANCISCO'S CLIMATE ACTION PLAN** **SAN FRANCISCO, CA**

In 2003, the City and County of San Francisco issued a Climate Action Plan that outlines specific steps that local government agencies, residents, and businesses should take to reduce San Francisco's annual carbon dioxide ("greenhouse gas") emissions by more than 2.5 million tons by 2012. HDR/BVA provided energy analysis in support of the City's Climate Change Plan. Assistance included helping develop emissions reductions actions, developing energy assumptions and modeling energy-use savings for a range of proposed city-wide energy efficiency programs, researching energy usage and energy forecasts, and providing technical assistance in forecasting the City's GHG emissions. HDR/BVA provided GHG emissions forecasts and analysis of potential emissions savings for energy actions. The plan identified energy efficiency action categories that would reduce CO2 emissions by 801,000 tons per year. HDR/BVA developed customized spreadsheets that utilized multiple energy and demographic databases for estimating the technical potential for energy savings in San Francisco and for forecasting the potential reductions in energy use resulting from recommended energy actions.

### **CITY OF IRVINE 20-YEAR ENERGY PLAN**

**City of Irvine, CA**

Developed a Citywide Energy Plan to guide the City of Irvine in achieving its long-term objective of being a leader in energy efficiency and in the use of renewable energy and the reduction of local carbon emissions. The report included an overview of the current energy picture in the City, preliminary recommendations for future energy goals and an overview of current and anticipated

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## Section III: Previous Experience

*Riverside County Energy Efficiency and Conservation Strategy*

developments in low carbon energy technologies.

### ASSOCIATION OF BAY AREA GOVERNMENTS - LOCAL GOVERNMENT ENERGY PARTNERSHIP

San Francisco, California

HDR assisted in the development of the Association of Bay Area Government's program to provide energy-related technical assistance, primarily to smaller cities and county governments in the San Francisco Bay Area. HDR helped ABAG and its contractor Energy Solutions to develop service options and a method for customizing services to the special needs of local government agencies. HDR is the lead technical subcontractor on the implementation arm of the program. We have participated in over a third of the program initiation meetings and participate in developing action plans for each participant. Services to cities and other local agencies have included assistance with the development of local energy ordinances, the preparation of energy measures to be included in local general plans, energy audits of local government facilities, and recommendations on energy retrofit opportunities. HDR will be providing on-going technical support to the ABAG program from 2007 through 2008 in its new format as "ABAG – Energy Watch.

#### ▶ **Work with Federal Agencies**

HDR has a very large consulting practice dedicated to clients in the federal sector. The most relevant to this submission include contracts with:

The *U.S. Department of Energy* – HDR was recently asked to assist the DOE in the development of decision metrics (incorporating SROI) that will be used to evaluate grant applications for programs including the EECBG and its related Competitive grant program. In addition, we were asked to provide assistance in the development of guidance documents to help cities, counties, states and tribal governments as they seek to leverage federal funds into larger energy initiatives.

The **Department of Defense** and the three services (Army, Navy and Air Force) - have all engaged HDR to provide consulting services that include LEED training, the development of a service-wide Sustainable Community Rating System, Sustainable Installation Plans, and the application SROI to evaluate planning, and programming initiatives to determine the value of benefits associated with the Triple Bottom Line.

The **General Services Administration, the National Institute for Science and Technology, and the National Parks Service** have all contracted with HDR to provide planning, programming, and design assistance with regard to the restoration of existing facilities and the development of some of the most sophisticated (highly controlled) security and research environments in the world. HDR was recently retained to design the new Department of Homeland Security headquarters in Washington, DC.

#### ▶ **Experience with Leverage and Crafting Public-Private-Partnerships**

The **U.S. Department of Energy** has placed significant emphasis on their desire to see cities gain the maximum leverage from EECBG and Competitive grant program funding. There are a number of ways to secure this leverage beginning with the use of performance contracting to create partnerships with Energy Service Companies. HDR has worked with a number of ESCOs including Honeywell, Johnson Controls and Siemens Corporation to plan and implement facility retrofits and the installation of new capacity. Beyond these arrangements, HDR has a 30 year record for helping local government successfully craft public-private-partnerships with private investments valued at more than \$10 billion. From power generation facilities in California, to courthouses in Vancouver, to major transit centers in the northeast to downtown and community development projects across California, Florida and many other states, HDR works to establish the business case and to help in procuring contracts with private partners and can help SGVCOG cities identify opportunities that will make sense for them.

## Section IV: Project Approach

Riverside County Energy Efficiency and Conservation Strategy

### Scope of Work:

#### Task 1 Project Management

**Objective:** Provide management of the resources related to the EECS

**Activities:**

- ▶ Team Management. Schedule, manage, and allocate resources based on Project schedule, budget, work plan, and activities. Coordinate production of deliverables.
- ▶ Project Communication. Coordination of documents and verbal communication between the Project Manager, cities and COG representative regarding project status.

**Deliverables:**

- ▶ Monthly progress reports

**Assumptions:**

- ▶ The City will identify a single point of contact for the project.
- ▶ See subtasks for planned meetings.
- ▶ Project to be completed December 2009.

#### Task 2 - Kick-Off Meeting

**Objective:** Discuss project scope, schedule, methodology and gather data

**Activities:**

- ▶ Confer on any jurisdictional issues and scope of facilities covered by the plan
- ▶ Discuss data needs and contacts, and obtain data from Riverside County
- ▶ Discuss anticipated implementation partners (such as the utilities)
- ▶ Summarize Riverside County proposed projects/actions/plans/strategies

**Deliverables:**

- ▶ Agendas, hand-out materials, and minutes.

**Assumptions:**

- ▶ Energy Manager and key decision makers will participate.
- ▶ Riverside County will have assembled projects' cost, energy savings, and other relevant data
- ▶ Project Manager and Senior Energy Planner will participate in kick off meeting

### **ADDITIONAL OPTIONAL SERVICES**

HDR recommends the County also consider adding other potential elements to the strategy; these are not included in our current cost proposal but we will be glad to prepare an estimate of fees if the County wishes. The proposed additional elements are:

**Analysis of the "Sustainable Return on Investment" of the energy investments the County proposes to make.** The objective of the Sustainable Return on Investment (SROI) would be to analyze proposed initiatives to take into consideration the total costs and benefits of each. In this way the entire project, as well as each initiative, would be evaluated based upon their economic, social and environmental impacts. This type of analysis is sometime referred to as the "triple bottom line." It provides a much broader community-wide assessment of the long term impacts of energy investments, and goes substantially beyond the more typical analysis that only includes energy cost savings.

**Additional grant applications.** HDR can assist the County with grant applications to leverage additional federal funding opportunities. Services would include reviewing grant application requirements and assisting in developing technical scope and budget information.

**Public/Private Partnerships.** HDR can assist the County with developing strategies to leverage additional funding through public/private partnerships. Services would include reviewing grant application requirements and assisting in developing technical scope and budget information.

**Other Program Implementation Support.** HDR can provide planning and engineering support with many of the elements listed in the EECS. HDR's team has experience in helping develop and implementing many of the types of action items expected to be listed in the EECS, such as preparing climate actions plans and developing local energy ordinances.

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## Section IV: Project Approach

### Riverside County Energy Efficiency and Conservation Strategy

- ▶ Riverside County will arrange for meeting location

#### Task 3 – Evaluate Project Actions

**Objective:** Identify and evaluate project actions for inclusion in the EECS

**Activities:** For each project action selected, provide the following:

- ▶ Clearly defined goals and objectives.
- ▶ Project champion to ensure a focus on the goals.
- ▶ An appropriate measurement and evaluation process.
- ▶ Estimated implementation and administrative costs
- ▶ Potential leveraged funding sources
- ▶ Staff, consultants and resources needed
- ▶ Implementation steps and schedule
- ▶ Coordination anticipated with other jurisdictions and the state
- ▶ Policies and/or administrative actions adopted or needed to support action
- ▶ Plan for how project action activities will be sustained beyond grant period
- ▶ Project outcomes and benefits

**Deliverables:**

- ▶ A draft technical memorandum summarizing the strategies and actions recommended for inclusion in the EECS.

**Assumptions:**

- ▶ Project action evaluations are reflective of data provided by Riverside County
- ▶ County staff will facilitate completion of project cost estimates and identification of policies needed to support project actions if any,
- ▶ Up to five project actions with minimal data can be researched
- ▶ Riverside County has confirmed project actions for inclusion in EECS
- ▶ No meeting or travel required

#### Task 4 Prepare EECS

**Objective:**

- ▶ Prepare EECS in accordance with all items details in Attachment D of the Funding Opportunity Announcement (DE-FOA-0000013).

**Activities:**

- ▶ Prepare EECS based on outcomes of Tasks 1 through 4

**Deliverables:**

- ▶ Draft EECS
- ▶ Final EECS incorporating comments from energy management team where appropriate.

**Assumptions:**

- ▶ County's purpose for developing the EECS is to meet USDOE requirements and position County to apply for funding for identified short-term actions. If USDOE requires revisions, our team has budgeted up to \$5,000 for revisions. Revisions beyond that will be an additional cost outside of this scope
- ▶ No travel or meetings required

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## **Section IV: Project Approach**

### *Riverside County Energy Efficiency and Conservation Strategy*

- ▶ Riverside County to comprehensively review and comment on Draft EECS within 7 Days
- ▶ No formal presentation of EECS included

### **Optional Task**

#### **Optional Task 5 – Optional Assessment of Current Energy Situation for Further Cost Savings**

**Objective:** Assess energy use in County facilities and by County vehicles and equipment, and identify programs in place to reduce achieve additional energy and cost savings.

**Activities:**

- ▶ Review the inventory of County facilities and vehicles and anticipated new construction
- ▶ Review annual utility energy use data for the County's facilities
- ▶ Interview key staff
- ▶ Review current budgets for capital improvements
- ▶ Evaluate fuel usage by department/function
- ▶ Review County documentation on recent energy efficiency projects.
- ▶ Review County documentation on recent energy audits

**Deliverables:**

- ▶ A draft technical memorandum summarizing the findings of this task, which will be the basis for identifying future projects, actions, plans, strategies, and funding options

**Assumptions:**

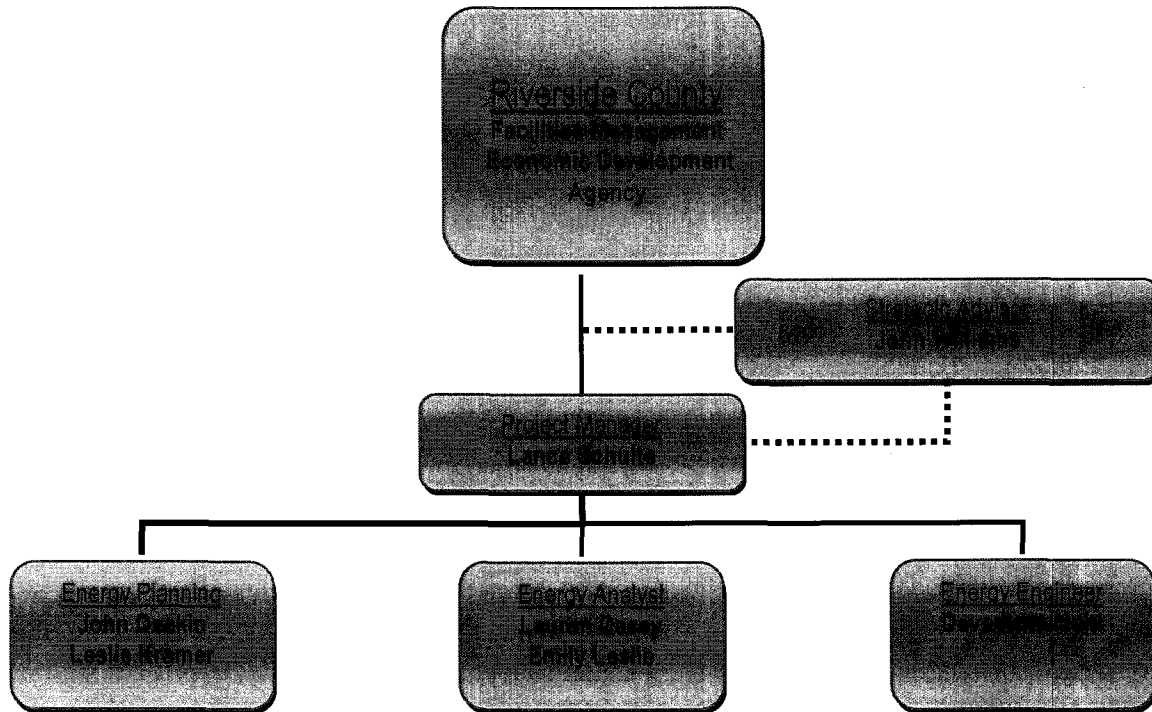
- ▶ HDR concurrently receives notice to proceed on Optional Task 5
- ▶ HDR will work closely with County staff to obtain the necessary energy use information from the utilities.
- ▶ The County will provide an inventory of County facilities and vehicles, annual utility energy use data, and annual vehicle fuel use data and participate in interviews on current energy management practices and cost saving areas for improvement
- ▶ HDR will not provide energy audits of existing facilities

## Section V: Proposed Personnel

Riverside County Energy Efficiency and Conservation Strategy

HDR is offering a highly experienced team that provides the capacity and depth to complete the EECBG application and associated Energy Management Plan as described in the County's request for proposals (RFP) Exhibit A. Our approach to energy projects is always closely tailored to the client's specific project needs. It involves working very closely with agency staff, and if appropriate also with elected officials, members of County Commissions, members of concerned citizen groups and other key stakeholders, to clearly identify the specific goals and priorities for the proposed work, and to develop a good understanding of existing County energy practices.

### Organizational Chart



#### LANCE SCHULTE – PROJECT MANAGER

Lance Schulte has managed multiple complex projects in over 18 years of experience. Projects include large planning, development, policy, and regulatory programs. His technical expertise includes policy and land use

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## **Section V: Proposed Personnel**

### *Riverside County Energy Efficiency and Conservation Strategy*

development, sustainable community and economic development planning, community design, public participation, and economics. His projects have created comprehensive planning, policy, design, and financial solutions for entire cities, large communities, and significant mixed-use and transit based neighborhoods. Many of these projects have incorporated sustainable approaches including LEED policies and practices, and financial modeling. He has served as the manager of physical planning issues on development teams responsible for development of 900,000 square feet of L.E.E.D. commercial, educational, healthcare and housing projects totaling \$ 327 million. He has helped create a specific plan covering over 6,400 acres to provide for over 15,000 dwellings and 4.0 million square feet of commercial, office, business park, and hotel development incorporating L.E.E.D. ND and NC criteria. Mr. Schulte has strong verbal and written communication skills, and is a regular presenter before city councils, commissions and at professional conferences. Mr. Schulte will provide overall project management, and will be responsible for the day-to-day operations of the project. He will serve as the key contact for Riverside County.

#### **JOHN WILLIAMS – STRATEGIC ADVISOR**

John Williams is an HDR Senior Vice President and the firm's National Director for Sustainable Development. He leads the HDR's EECBG and Green Project Stimulus Funding Task Force. The Task Force is composed of energy and GHG management specialists and was initially created when the Energy Act of 2007 was signed in late 2007. Williams has been in frequent contact with the US Department of Energy and has worked with the US Conference of Mayors to track specific developments related to the law and funding provisions. A consultant with 30 years of experience, his role in this project will be to help the City leverage EECBG funds in order to underwrite this assignment as well as the potential development of a GHG Management Plan and our proposed Strategic Initiative "Green Business Case" Grant Application Effort.

#### **JOHN DEAKIN – ENERGY PLANNING**

Mr. Deakin will be the task leader for the development of the Energy Efficiency & Conservation Strategy. Mr. Deakin is a Senior Energy Manager with HDR, with more than 20 years of experience managing energy projects in urban areas. His professional experience includes identifying energy program needs, and developing and evaluating innovative and appropriate energy program responses, managing community input on proposed new local energy policies, and helping stakeholders clarify common values, prioritize issues, and find consensus. John previously managed one of the most successful local government energy programs in the U.S: for more than 10 years he developed and managed a wide range of energy management activities for the City of San Francisco, including programs for existing buildings, new construction, sustainability, climate change, and green building.

#### **LESLIE KRAMER, ENERGY PLANNING**

Leslie Kramer will provide project support and direction on tasks associated with energy planning. Ms. Kramer has more than 20 years experience with providing technical assistance, audits & field studies. She has recently worked on energy audits for the Port of San Francisco, and for San Francisco International Airport. She also helped the City develop its Large Scale Retrofit Program, a multi-year program designed to accelerate the rate at which the City implements energy retrofits in municipal facilities. Ms. Kramer is a Vice-President and a Senior Energy Manager with HDR. She has a multidisciplinary background in mechanical engineering and energy policy and has worked on almost every aspect of energy management, both on the supply side and the demand side. She has expertise performing lighting and HVAC energy audits, designing lighting retrofits, providing project management support for energy-efficiency projects, developing planning documents, assessing performance contracting options, developing financial pro formas, and providing training in energy-efficient design practices.

#### **LAUREN CASEY - ENERGY ANALYST**

Ms. Casey has over 3 years of experience in energy policy and planning, renewable energy and energy efficiency project implementation, and greenhouse gas management. Ms. Casey has worked with both private and public sector clients on developing energy and greenhouse gas management plans. She has also aided several clients with emissions measurement and verification for both mandatory and voluntary reporting schemes. Prior to joining HDR, Ms. Casey worked for the Union of Concerned Scientists on policy analysis for the 2005 Energy Policy Act, as well as on efforts to model the greenhouse gas impacts of energy efficiency projects in the commercial, industrial, and

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## **Section V: Proposed Personnel**

### *Riverside County Energy Efficiency and Conservation Strategy*

residential building sectors in the United States through 2050. She also worked for the Stockholm Environment Institute to assess opportunities (such as the Clean Development Mechanism) for biomass energy to aid in the development of Southern African Nations. Ms. Casey's Master of Science in Civil & Environmental Engineering focused on energy systems, their impact on the atmosphere, and the implementation of renewable energy, energy efficiency projects, and energy policies.

#### **EMILY LESLIE – ENERGY ANALYST**

Ms. Leslie work focuses on the crossover between technology and policy in improving the social and environmental impacts of energy systems, from local economic effects to global climate change. As an Energy Analyst, Emily has worked with a wide range of clients, from municipal governments and county agencies, to investor-owned utilities, tribal enterprise, private developers, and private equity investors. With bachelors and masters degrees in Energy Engineering, from the Mechanical Engineering department at Stanford University, Emily's graduate research focused on hydrogen internal combustion engines and solar thermal energy technologies. Emily uses this technical background to provide insight and strategy for her clients, for implementation and commercialization of clean energy solutions: supply-side technology installations, end-use applications, and policy programs.

#### **DEVADUTTA MAITI – ENERGY ENGINEER**

Devadutta Maiti has 20 years of energy-related experience, performing energy audits and energy-efficient design reviews, developing measurement & verification (M&V) plans for energy efficiency measures, and performing project management tasks. He has also worked on a number of renewable energy projects, specifically in the field of solar energy. He has worked in commercial, institutional, governmental, residential and industrial facilities. His expertise includes HVAC and lighting technologies. He is proficient in a number of computer simulation programs for analyzing HVAC and lighting systems of buildings, and has extensive experience developing spreadsheet-based calculation tools for evaluation of energy efficiency measures.

# Section VI: Schedule

## HDR Is Dedicated to Meeting Our Client's Schedules

Energy Efficiency & Conservation Strategy	
Kick off Meeting	7 Days after NTP
Evaluate Actions Memo	45 Days after NTP
Deliver Draft EECS	60 Days after NTP
Deliver Final EECS	75 Days after NTP
Optional Task	
Optional Assessment for Additional Cost and Energy Savings	60 Days after NTP

HDR has worked with a wide variety of management tools, ranging from status reports and progress charts, to specially designed document control systems, to various scheduling systems to Web-based management tools. Some of the more effective tools that we have used include:

- ▶ A Project Guide, provided to all team members, that shows the basic structure of the contract, key contacts and responsibilities, and scope and schedule of work
- ▶ Well defined task assignments, including budget, schedule, and responsible manager
- ▶ Well formatted, concise, project status and progress reports
- ▶ Meeting agendas that define the purpose and goals of the meetings
- ▶ Meeting minutes that include specific action items, who is responsible, and when they are due
- ▶ Microsoft Project and Primavera for CPM scheduling
- ▶ The Projectwise work-sharing environment to enhance work sharing among offices, provide a central archive for files, and standardizes documents to facilitate electronic file control
- ▶ WebEx and NetMeeting teleconferences to allow sharing of data from remote locations
- ▶ E-room for allowing various levels of document access to various groups of people over the internet
- ▶ HDR's in-house "Workplan" – a tool used to ensure that staff is available and has time committed to the project
- ▶ Standardized Project Management Process

HDR also has standard project management tools to assist our project managers in scheduling and managing staff time and resources. An outline of our project management process is outlined in the diagram below. Monthly project management meetings are also conducted between the project managers and senior officers to ensure projects are following scope, schedules and budgets

**Our fee proposal provides a cost estimate for Tasks 1 through 4 and the optional Task 5. Additional support can be provided on a time and materials basis.**

<b>Cost Tasks 1-4</b>				
<b><i>EFCBG Strategy</i></b>	<b>Hourly Rate (s)</b>	<b>Labor Hours</b>	<b>Other Expenses</b>	<b>Task 1 Total</b>
<b>Project Manager</b>	\$ 216.00	48.00		\$ 10,368.00
<b>Senior Energy Planner</b>	\$ 230.00	58.00		\$ 13,340.00
<b>Project Principal/Senior Technical Advisor</b>	\$ 298.00	8.00		\$ 2,384.00
<b>Senior Sustainability Planner</b>	\$ 173.00	4.00		\$ 692.00
<b>Energy Analyst</b>	\$ 115.00	90.00		\$ 10,350.00
<b>Senior Energy Engineer</b>	\$ 150.00	0.00		\$ -
<b>Administrative Assistance</b>	\$ 123.00	12.00		\$ 1,476.00
<b>Editor</b>	\$ 127.00	12.00		\$ 1,524.00
<b>Other Expenses</b>			\$ 2,200.00	\$ 2,200.00
<b>TOTAL</b>				\$ 42,334.00

<b><i>Optional Task 5: Optional Assessment for Further Cost Savings</i></b>	<b>Hourly Rate (s)</b>	<b>Labor Hours</b>	<b>Other Expenses</b>	<b>Task 2 Total</b>
<b>Project Manager</b>	\$ 216.00	4.00		\$ 864.00
<b>Senior Energy Planner</b>	\$ 230.00	8.00		\$ 1,840.00
<b>Energy Analyst</b>	\$ 115.00	40.00		\$ 4,600.00
<b>TOTAL</b>				\$ 7,304.00

**EXHIBIT B**  
**PAYMENT PROVISIONS**



ONE COMPANY Many Solutions

August 13, 2009

Ms. Janet Purchase, Energy Manager  
County of Riverside  
Economic Development Agency, Facilities Management  
3133 Mission Inn Avenue  
Riverside, CA 92507

Dear Ms. Purchase:

HDR would like to thank you for the opportunity to provide an updated proposal for the Energy Efficiency Conservation Block Grant Strategy. This proposal worked within your budget and time constraint. The proposal includes the four tasks outlined in the attached scope of work that will complete the strategy in 60-days from notice to proceed, which is estimated during the week of September 1<sup>st</sup>. The proposal provides a final Strategy in November for Riverside County's submission to the U.S. Department of Energy by December 2<sup>nd</sup>. The Strategy scope is based on your attached Draft EECBG Project List and the County's provision of project cost and energy saving data, but we have provided some flexibility to address some adjustments and data development.

Our proposed fixed-fee for this service is \$42,334.

In addition, provided for your consideration, is a completely optional Task 5 that could identify additional energy and cost savings for Riverside County, and potential funding sources. This optional task is \$7,304 if approved concurrently with the proposal.

Thank you again for selecting HDR for the EECBG Workshop project. I hope you find the updated attached proposal to address your EECBG Strategy needs addresses your quality, timing, and cost requirements. Again, thank you for this opportunity. If you any questions, please contact me at 858-712-8304.

Sincerely,

**HDR Engineering, Inc.**

A handwritten signature in black ink, appearing to read 'Lance Schulte'.

Lance Schulte, AICP