



Agreement to Provide **Energy Services**

City of Coalinga

January 6th, 2021

Marissa Trejo
City Manager
155 W. Durian
Coalinga, California 93210
E: mtrejo@coalinga.com
P: (559) 935-1533 ext. 111

Confidentiality Note: This document and any attachments are intended for use only by the entity or individual to which it is addressed and may contain information that is privileged or confidential. If the reader is not the intended recipient, any distribution, copying, or dissemination of this document is prohibited.



Proposal

Project: City of Coalinga
Energy Services Support
Date: January 6th, 2021
ATTN: Marissa Trejo

Introduction

Thank you for considering SitelogIQ for your Energy Services! We are committed to providing City with quality energy analytics services and support.

SitelogIQ Services Summary

SitelogIQ is pleased to offer our assistance to the City of Coalinga ("City"). SitelogIQ will provide City with remote energy engineering support to aide in energy reporting and analysis.

This proposal includes the following services:

SCOPE: ENERGY DASHBOARD AND ANALYTICS

Responsibility is to improve energy efficiency by evaluating the City of Coalinga energy use and evaluating energy policies, strategies, programs, and energy measures.

- Annual meetings with City staff to discuss energy project performance, any findings and review further opportunities to enhance energy efficiency.
- Supply energy manager resources for monthly review for 8 hours each month to review interval data and make observations and recommendations to the City.
- Annual Utility bill analysis utilizing 15-minute interval data which captures seasonal and time-of-use effects on cost.
 - Work with the City to submit all rate requests to utility provider(s).

Reporting

- Develop quarterly electric utility summary reports in coordination with City's needs.
- Develop and create an internal accessible dashboard for communication with key stakeholders, staff about electric energy trends, projects, and performance.
- Update and deliver report to City with Energy Engineer review of trends, interval data usage, and anomalies.

Energy Data Hosting

- Utility data hosting for utility meters and virtual/solar meters at all city sites for the duration of the term.
- Configure data missing reports and configure/host monthly report in PowerBi.

Annual Rate Analysis

Utility rate structures are increasingly complex with electric charges changing seasonally with tariff updates many times per year. SitelogIQ suggests an annual analysis of applicable City accounts to ensure most cost effective rates are being used.

- Annual Utility bill analysis utilizing 15-minute interval data which captures seasonal and time-of-use effects on cost.
- Analyze tariffs for utility providers and commodity charges.
- Summarize list of accounts and results with suggestions to the City for optimizing rates.
- Work with the City to submit all rate requests to utility provider.

ONSITE ENERGY MANAGEMENT

- Annual on-site inspections to identify saving opportunities and efficiency issues that may arise and identifying energy savings opportunities in existing facilities. Site observations to focus on scheduling, equipment run time and operations, and behavioral assessments.
- Work with staff to update existing lighting and mechanical HVAC controls systems settings including updating set points and holidays on thermostats/controls to increase and maintain savings.
- Evaluate the City's energy use and recommend energy saving policies, strategies, and programs while suggesting adjustments in coordination with the City.

Staff Training and Support

- Assist City with employee involvement and enforce energy policy(ies) set in place by the City.
- Annual feedback via memo to critical departments within the City on the importance of Energy Management and the understanding the success of Energy Consumption savings within the City.
- Annual feedback to maintenance staff via memo (and/or lead custodial staff) on the importance of preventative maintenance (PM), assistance with energy messaging for all City staff to highlight goals, build energy awareness, encourage energy conservation and demonstrate progress.
- Quarterly check in with the City's management team to ensure that all reports meet City standards, are understood by staff, and review energy trends.

DELIVERABLES:

- All documents, finding, summaries, and results will be provided in the form of a report to the City.
- All supporting files and documents will be saved and provided electronically to City upon project completion.

SCOPE ASSUMPTIONS AND CLARIFICATIONS

- This Scope of Work is based on the assumption that unfettered access to any appropriate data necessary to complete services will be provided to SitelogIQ.
- Access to online utility accounts including approval to obtain utility billing information as necessary.
- Access to online Solar DAS/monitoring software as necessary.
- Coordination with appropriate staff for updates, coordination, and information gathering as necessary.
- Additional tasks as requested by the City above and beyond this scope will be billable according to the time and materials rate.
- SitelogIQ will not perform additional services without prior authorization.

Proposal Acceptance

This agreement is between the City and SitelogIQ. We look forward to the opportunity to work with the City of Coalinga.

Services will be implemented for the term outlined with each service and will re-new annually thereafter:

Annual invoicing for Scope: energy dashboard and analytics:	\$23,855/ year
And onsite energy management	
Initial _____	3 Year Term

The First invoice will be submitted to the City upon signed agreement. All subsequent invoices will be submitted annual thereafter. Any services requested above and beyond the services of the energy manager described in this proposal will be invoiced at time and materials. Rates will escalate at 3% per calendar year.

Respectfully submitted by:

Accepted by:

Kecia Davison
Vice President of Sales
SitelogIQ

Marissa Trejo
City Manager
City of Coalinga

Date

Date

Standard Notes, Terms & Conditions

TERMS OF SERVICE - SitelogIQ GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("Terms") are incorporated into and are made a part of a work authorization, proposal, or contract (the "Contract") between Famand, Inc., a California corporation, DBA SitelogIQ and the customer identified in the Contract (the "Customer"). Each of SitelogIQ and the Customer, and each of their successors-in-interest, are sometimes individually referred to as a "Party" and collectively as the "Parties." SitelogIQ has agreed to provide the labor (the "Services") and Materials (defined below) (collectively, the "Work") at the location (the "Job Site") for the price (the "Price") specified in the Contract. The Contract, all of its relevant addenda, and these Terms are collectively referred to as the "Agreement".

1. **Performance of Services.** SitelogIQ will perform the Services in a good and workmanlike manner. SitelogIQ warrants that the Services will be free from defects in workmanship for a period of one year from the date the Services are first performed. Defects that occur within the one-year warranty period, under normal use and care, will be repaired or replaced at the sole discretion of SitelogIQ with no charge for the labor.
2. **Disclaimer of All Warranties.** SitelogIQ does not provide any warranty with respect to any materials, equipment, assemblies, or units (collectively, the "Materials") that SitelogIQ will provide as part of the Work. All Materials are subject only to manufacturer's or processor's warranties, if any. Except as provided in Section 1 above, SitelogIQ specifically disclaims all warranties with respect to the Services and Materials, and the Customer is acquiring all Services and Materials from SitelogIQ as is, without any express or implied warranties, including without limitation, any warranty as to merchantability, fitness for a particular use, title, and infringement.
3. **Limitation on Liability.** In no event shall SitelogIQ be liable to Customer or any of its shareholders, directors, officers, employees, agents, or to any other third party, whatsoever the nature of the claim, for any amount in excess of the total amount actually paid by Customer to SitelogIQ under the Contract for the Services, unless it is finally determined that SitelogIQ was grossly negligent or acted willfully or fraudulently. In no event shall SitelogIQ be liable for any special, consequential, indirect, exemplary, punitive, lost profits, or similar damages, even if SitelogIQ has been apprised of the possibility thereof. SitelogIQ will not be liable for any failure or delay in the performance of its obligations hereunder by reason of any cause which is beyond its reasonable control.
4. **Insurance.** Customer shall continuously provide, at its sole expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all Services and Materials involved in the Contract, as well as all reasonable potential claims that may occur during the course of the Work. SitelogIQ will maintain comparable insurance.
5. **Change Orders.** The scope of the work to be performed under the Contract is limited to the Work specifically described in the Contract. Should additional or different work be required or requested, SitelogIQ may ask Customer to authorize such additional or different work by signing a change order form. These Terms shall be incorporated into and made a part of any signed change order form authorizing additional or different Work. SitelogIQ shall have the right to cease performance of additional or different Work if a signed change order authorizing such additional or different work is not obtained from Customer. Notwithstanding the foregoing, the failure of SitelogIQ to request or require such a change order shall not limit SitelogIQ's right to receive payment for additional or different Work performed at Customer's request.
6. **Payment Terms; Penalties for Late Payment.** Invoices are due and payable to SitelogIQ within 30 days of receipt or as otherwise provided in the Contract. If Customer fails to make any payment when due, Customer shall (i) include a 10% late payment fee with its payment (calculated on the amount of the late payment); and (ii) pay interest of one and one-half percent (1.5%) per month on the unpaid balance. Disputes regarding the Work shall not, under any circumstances, be grounds for withholding payment under the terms of the Contract.
7. **Work Stoppage.** SitelogIQ shall have the right to cease performing the Services if any payment is not made to SitelogIQ when due. If SitelogIQ performance is stopped for a period of thirty (30) days or more for any reason other than SitelogIQ's breach of the Agreement, SitelogIQ may, at its option, upon five (5) days written notice to Customer, demand and receive payment for: (i) all Services performed and for Materials ordered or supplied prior to the Work stoppage; and (ii) any other loss sustained due to the Work stoppage, including SitelogIQ's normal overhead plus its profit margin. Thereafter, SitelogIQ shall be relieved from any further liability for performance of the Work. If performance of the Services stops for any reason, Customer shall provide for the protection of all Materials on the Job Site and shall be responsible for any damage to or loss of those Materials.
8. **Remedies in Event of Default by Customer.** If Customer defaults in any of its obligations under the Contract, SitelogIQ shall have the right to recover, as damages, at SitelogIQ's option, either the reasonable value of Work performed by SitelogIQ or the balance of the Price plus any other damages sustained as a result of Customer's default. Title to and ownership of all Materials installed by SitelogIQ is expressly agreed to be and remain in SitelogIQ until Customer pays SitelogIQ in full. In the event of default by Customer, in addition to any other legal remedies or processes available, beginning five (5) days after the event giving rise to the default, SitelogIQ shall have the right to terminate the Contract and enter the Job Site to take possession of and remove its Materials. Such entry may be made by SitelogIQ without recourse to any legal proceedings for that purpose, without notice to Customer, and without any liability for SitelogIQ arising therefrom.

9. *Environmental Conditions.* The Services do not include the detection, identification, abatement, encapsulation, or removal of any Hazardous Substance. "Hazardous Substance" is defined herein as any substance, whether solid, liquid, or gas, which is a physical or health hazard when it is inhaled, ingested, or otherwise comes in contact with any person present in the area where it is located and includes, without limitation, asbestos in either friable or nonfriable condition, and excludes any substance SitelogIQ brings onto the Job Site for purposes of performing the Work. Customer represents and warrants to SitelogIQ that there is no Hazardous Substance in or under any area of the Job Site wherein the Work is to be performed which has not been fully disclosed to SitelogIQ in advance of the performance of the Work. In the event SitelogIQ encounters on the Job Site any Hazardous Substance in the course of performing the Work, SitelogIQ may immediately discontinue performance of the Work and remove its employees and subcontractors from the Job Site, and SitelogIQ shall not resume the Work in the affected area until the Hazardous Substance is removed from the Job Site or rendered harmless to SitelogIQ's sole satisfaction. SitelogIQ will not be liable for any delay in the completion of the Work due to the presence of any Hazardous Substance at the Job Site. If, in the sole determination of SitelogIQ, any Hazardous Substance or threat of harm therefrom cannot be removed from the Job Site in a reasonable amount of time, SitelogIQ may terminate the Contract and SitelogIQ shall be entitled to those damages set forth in Section 7 hereof. SitelogIQ shall not be required to perform any work relating to Hazardous Substances unless SitelogIQ consents to do such work and SitelogIQ is authorized to do such work by any applicable governmental authority having jurisdiction over such work. Notwithstanding any other provision of the Contract, Customer agrees to defend (with counsel satisfactory to SitelogIQ), indemnify, and hold harmless SitelogIQ and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) arising out of any claims of Customer, residents, tenants, guests, invitees, or other third parties, which claims are based on or arise out of the presence of any Hazardous Substance at the Job Site.

10. *Indemnification and Waiver.* Customer agrees, to the fullest extent permitted by law, to defend (with counsel satisfactory to SitelogIQ), indemnify, and hold harmless SitelogIQ and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs)(the "Damages"), arising out of any claims of residents, tenants, guests, employees, invitees, or other third parties caused by Customer or its agents.

11. *Arbitration of Disputes.* In the event of any dispute between the Parties hereto, whether involving a claim in tort, contract, or otherwise, the same shall be submitted to arbitration. Arbitration shall be compulsory and binding and, except as provided herein, shall be conducted and governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. Within a reasonable period of time after receipt of notice of demand for arbitration, the Parties to the dispute shall each appoint a third-party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the third-party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the Parties. The arbitrators shall hold a hearing within a reasonable period of time from the date of notice of selection of the neutral arbitrator. The decision of the arbitration panel will be final and conclusive upon both Parties. Venue for the arbitration of disputes shall lie in Sacramento County, California. Either Party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings and neither Party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien. The prevailing Party shall be entitled to recover its fees and costs (including reasonable attorneys' fees).

12. *Miscellaneous.* The Agreement constitutes the complete and entire agreement between the Parties with regard to the Work. The Agreement, and any dispute arising from the relationship between the Parties, shall be governed by California law, exclusive of its choice of law provisions. No action or claim of any kind, whether arising in tort, contract, statute or otherwise, arising from or in any way related to this Agreement, or the performance thereof, shall be commenced by any Party against the other more than two (2) years after the earlier of (i) the completion of Work under the Contract; or (ii) the termination of the Contract by either Party. All notices, demands, or other communications given hereunder shall be in writing and shall be sufficiently given if personally delivered or delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, addressed to the respective Parties at the addresses provided in the Contract, or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand, or communication shall be deemed to have been given: (a) if mailed as provided above, as of the close of the third (3rd) business day following the date so mailed; and (b) if personally delivered or sent by overnight delivery, on the date delivered. The terms and conditions of the Agreement that by their nature, sense, or context survive or are intended to survive expiration or termination of the Agreement, including, not by way of limitation, arbitration, indemnification, and limitation of warranty and liability provisions, shall survive the expiration or termination of the Agreement. No provision of the Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any of the provisions of the Agreement. The Agreement shall be interpreted without regard to any presumption against the Party that was responsible for its drafting and in an even-handed manner rather than against the drafting Party. In the case any provision of the Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions will not in any way be affected or impaired thereby.

13. *Termination.* Either Party may terminate this Contract for any reason by giving thirty (30) days prior written notice. Work or services completed up to the termination date will be billable. Any fees paid in advance of work completion will be refunded. Any access granted to SitelogIQ systems, databases, or files will be suspended.