

SUBCONTRACT AGREEMENT
Subcontract No. 15-1633-14

In consideration of mutual covenants and agreements, South Bay Cities Council of Governments (hereafter “**Consultant**” or “SBCCOG”), an independent contractor solely responsible for its own financial obligations and not an agent or employee **Bevilacqua-Knight, Inc.** (hereafter “**BKi**”), and BKi mutually agree that **Consultant** shall conduct services (the **Work**) as a Subconsultant under BKi’s Prime Contract (the “Master Agreement”) for the benefit of **Los Angeles County**, (hereafter “**Client**” or “**Los Angeles County**”). Such services are described in Exhibit 2a dated May 19, 2010, and submitted by BKi to Client, will be provided under the terms and conditions set forth in this subcontract (hereafter “**Subcontract**” or “**the Agreement**”). This Agreement is subject to the following:

1. Exhibit 1: General Terms and Conditions for Subcontract Agreement.
2. Exhibit 2: Agreements and Contracts Provided via Dropbox
 - a. Master Agreement between BKi and Client
 - b. Work Order E103, Amendment #21
 - c. 2013-2014 Energy Efficiency Programs and Budget Agreement
 - d. Amendment Three (2015 Amendment) to 2013-2014 Energy Efficiency Programs and Budget Agreement
3. Exhibit 3: Consultant Scope of Work
4. Exhibit 4: Consultant Exhibits
 - a. Budget
 - b. Rate Schedule
5. Exhibit 5: List of Referenced Documents
6. Exhibit 6: Allowable Expenses and Travel Policy via Dropbox
 - a. Allowable Expenses
 - b. Proper Program Cost Allocation for Authorized Programs
 - c. Los Angeles County Travel Policy Provided
7. Exhibit 7: Monthly Invoicing and Reporting Requirements
8. Period of Performance: May 1, 2015 – December 31, 2015
9. Subcontract Budget: \$15,000
10. BKi Program Manager: Nancy Barba
11. Funding Source/Agency: California Public Utilities Commission (CPUC), Southern California Gas Company (SCG) and Southern California Edison (SCE) (hereafter “**Utilities**”)
12. Consultant Contract Manager: Suzanne Charles
13. Project Direction: **For this Agreement, Consultant will conduct the scope of work under the direction of the BKi Program Manager.**

Entire Agreement: This Agreement is inclusive of the terms and conditions in the Master Agreement, as well as all terms indicated in Exhibits 1-7. In addition, this agreement includes all terms and conditions indicated through CPUC and the Utilities. Applicable terms are demonstrated in Exhibit 5. This

Agreement, together with the attached Exhibits, constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the Work, including any previous written or verbal agreements between the parties. This Agreement may not be altered, amended, or modified except by written instrument signed by the authorized representatives of both parties.

BKI

SBCCOG

By: _____

By: _____

Print Name: Steven Culbertson

Print Name: James F. Goodhart

Title: Principal

Title: Chair

Date: _____

Date: _____

Exhibit 1
GENERAL TERMS AND CONDITIONS
FOR
SUBCONTRACT AGREEMENT No. 15-1633-14

ARTICLE 1 – Control of Work

- 1.1 Compliance with Work Schedule. Consultant shall perform the Work in compliance with the Work schedule set forth in Exhibit 3. If performance of the Work (including task, or achievement of any goals or objectives outlined in Exhibit 3) is delayed beyond the schedule for any reason or if Consultant is aware that such Work will be delayed for any reason, Consultant shall notify the BKi Program Manager within thirty (30) Business Days in writing. BKi may, in its sole discretion, accept the delay, reduce the Work and Consultant Budget accordingly, or terminate the Agreement, within thirty (30) Business Days following such written notice of delay from Consultant. Failure of Consultant to notify BKi in writing of such delay in the Work schedule within thirty (30) Business Days shall constitute a breach of this Agreement and BKi may exercise any of the remedies set forth in this Article or in Article 10.
- 1.2 Changes to Work.
- 1.2.1 Changes. BKi may at any time make changes to the Work including additions, reductions, and revisions in writing to any or all of the Work as directed in writing by the BKi Program Manager. Such changes may be made with an Agreement Amendment. The Consultant Budget and Schedule shall be equitably adjusted, if required to account for such changes and shall be set forth in an Agreement Amendment.
- 1.3 Stop Work Procedures. BKi may suspend Consultant’s Work at any time upon notice to Consultant for convenience or for cause, including without limitation, program funding, program implementation or management, safety concerns, fraud or complaints. Consultant shall stop performing the Work immediately upon receipt of such notice. Consultant shall resume the Work only upon receiving written notice to proceed from BKi.

ARTICLE 2 - Assignment & Subcontracting

This Agreement and the work hereunder shall not be assigned or subcontracted without the prior written approval of the BKi Program Manager. BKi will approve a subcontractor only once a formal request is submitted by the Consultant and BKi receives written approval from the Los Angeles County Representative for each subcontractor, the activities to be performed, and the related charges. Key provisions of 10CFR600.236 include open bidding of contracts, documentation and justification of procurement history, and maintenance of a contract administration system that ensures subcontractors will perform in accordance with all terms and conditions in their contracts.

The following subcontractors have been pre-approved by the Client for providing services under the Scope of Work provided in Exhibit 3:

- “None”

ARTICLE 3 – Payments and Terms

- 3.1 The total amount to be paid to Consultant shall not exceed **\$15,000** unless this Agreement is formally amended.
- 3.2 Time and Material Basis. BKi shall pay Consultant on a time and materials basis in accordance with the rate schedule set forth in Exhibit 4b. Travel, expenses, and other allowable direct costs shall be reimbursed at cost if included in the budget.
- 3.3 Payment. BKi shall pay within 5 business days of receipt of payment from Client. Typically, Client approves payment within **(30)** days of receipt of the invoice. BKi shall submit timely invoices to Client to expedite payment.

ARTICLE 4 – Monthly Invoicing and Reporting Requirements

Consultant shall submit one invoice for the costs incurred in the prior calendar month (“billing period”) and shall include a cost breakdown for each task identified in Exhibit 4a. Each invoice shall adhere to the allowable expenses outlined in Exhibit 6 and monthly invoicing and reporting requirements outlined in Exhibit 7 of this Agreement.

ARTICLE 5 - Conflict of Interest

Consultant shall promptly disclose to BKi any conflict of interest (such as business, financial or other relationship) that might affect or appear to interfere with objective performance of the Work. Consultant shall not hire any employees or employee’s spouse of the Utilities, CPUC, Los Angeles County or BKi. Consultant agrees that if any such conflict of interest presently exists or is in question, Consultant will report it to BKi before signing this Agreement and will also immediately report any such conflict arising during the project.

ARTICLE 6 - Publicity Releases

Neither party may issue any publicity releases (including news releases and advertising) relating to this Agreement and the Work performed hereunder (other than a brief announcement upon execution of this Agreement) without the prior written approval of Client. Any inquiry Consultant receives from news media concerning this Agreement will be referred to the BKi Program Manager for coordination prior to response.

ARTICLE 7 – Confidential Obligations and Agreements

- 7.1 Confidential Obligations. Consultant, its employees, agents and subcontractors shall not disclose any confidential information relating to any of the Client’s individual business or any project participant, advisor, or contributor of any type during the term of this Agreement. Consultant agrees to hold such information in the strictest of confidence and will only release the Confidential Information to the extent necessary to comply with its obligations under this Agreement or as required by applicable law.
- 7.2 Uncertainty. If there are any questions or uncertainty about the sensitivity of information Consultant may have access to, Consultant will inform BKi as soon as possible in writing and will not disclose such information for (30) days after informing BKi.

ARTICLE 8 - Intellectual Property

- 8.1 BKi and Client Rights in Deliverables. Deliverables and reports specified for delivery under this subcontract shall become the property of BKi, and BKi may use, publish, and reproduce the deliverables and reports subject to the terms of the master agreement with Client.
- 8.2 Ownership. Consultant acknowledges that data, reports, information, manuals, computer programs, works of authorship, designs or improvements of equipment, tools, processes or written record, photographic or visual materials, intellectual property, inventions and trade secrets and all deliverables produced under this Agreement shall be the property of BKi, and BKi may use, publish, and reproduce the deliverables and reports subject to the terms of the Master Agreement with Client. Consultant shall submit all data, in readily usable form, once gathered and adequately prepared for analysis, to BKi for use in other program elements. Consultant is not required to submit data that the Consultant Project Manager has identified as unusable for other purposes.

ARTICLE 9 – Insurance

Consultant shall not commence the Work until it obtains the following insurance in the amounts specified in this Agreement or in the Master Agreement, whichever are greater. Consultant shall maintain this insurance coverage for the Period of Performance of the Agreement.

- a. Commercial General Liability Insurance, with minimum limits of **\$2,000,000** per occurrence and **\$4,000,000** in the aggregate for bodily injury and property damage.
- b. Automobile Liability Insurance, covering Consultant's use of automobiles under this Agreement, with minimum limits of **\$1,000,000** per occurrence for bodily injury and property damage.
- c. Workers' Compensation, if applicable, shall cover the statutory minimum required by law in the jurisdiction in which the Work will be performed.
- d. Employer's Liability Insurance, with minimum limits of **\$1,000,000** per occurrence.
- e. Professional Errors and Omissions Insurance, if applicable, in an amount of not less than **\$1,000,000** for any single event.

Consultant will notify BKi and explain in writing prior to the commencement of the Work any deficiencies, differences, or omissions in the insurance coverage listed above. Certificates of Insurance shall be ordered by Consultant and provided to BKi by Consultant's insurance carrier for the above-listed coverages before starting work under this contract. All such Certificates shall indicate the amount of coverage and **"The Utilities, its Officers, Agents and Employees, the County of Los Angeles, its Special Districts, its Officials, Officers and Employees, and BKi."** as Additional Insurers.

Consultant shall immediately report to BKi, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred Consultant or its subcontractors or their receipt of notice or knowledge of any claim by a third party of any occurrence that may result in a claim.

This Agreement may be terminated for any reason by either BKi or Consultant upon fifteen (15) days prior written notice to the other party. BKi shall pay for costs and non-cancelable commitments (if any) incurred prior to the date of termination and fair closeout costs. Consultant shall take all reasonable steps to minimize termination costs, and will deliver all technology and documentation thereof. BKi shall not

be obligated to pay Consultant any amount in excess of the total Committed Funds up to the time of termination.

ARTICLE 11 - Indemnification

Consultant agrees to indemnify, defend, and save harmless the Utilities, Los Angeles County, BKi, its officers, agents, and employees from any and all third-party claims and losses arising out of or resulting from the wrongful or negligent acts of Consultant, and the wrongful or negligent acts of any and all contractors, materialmen, laborers, other persons, firms or corporations hired by Consultant in connection with the Consultant's performance of this Agreement.

BKi agrees to indemnify, defend and save harmless Consultant, its officers, agents and employees from any and all third-party claims and losses arising out of or resulting from the wrongful or negligent acts of BKi, and the wrongful or negligent acts of any and all contractors, materialmen, laborers, other persons, firms or corporations hired by BKi in connection with the BKi's performance of this Agreement.

ARTICLE 12 - Dispute Resolution

If a dispute arises out of or relating to this Agreement, or any breach thereof, and if such dispute cannot be settled through direct negotiation between the parties, the parties shall submit the dispute to nonbinding mediation with a mediator to be mutually agreed upon by the parties. The mediation may be initiated by the written request of both parties and sent to the other party and shall commence within fifteen (15) days of receipt of such notice, unless otherwise agreed by the parties.

In the event of the failure of any such mediation, the parties shall then settle the dispute by arbitration conducted in Los Angeles County, California, in accordance with the rules then in effect of the American Arbitration Association. Unless otherwise directed by BKi in writing, Consultant shall continue to perform the Work during any arbitration or litigation.

ARTICLE 13 - Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

ARTICLE 14 - Project Management and Administration

Coordination with the designated BKi Program Manager will be maintained during the period of this Subcontract. Briefings on the progress of the Work will be provided as reasonably required by the BKi Program Manager. Failure to keep the BKi Program Manager apprised of cost, schedule, or technical execution of the scope of work may result in termination of this agreement. The BKi Program Manager may require, at his/her sole discretion, approval of all external written communications, marketing messages, or marketing and outreach materials, strategies, and cost.

Matters of a contractual nature, including but not limited to Agreement terms, funding, period of performance, and items related to this Agreement shall be directed to the BKi Program Manager.

ARTICLE 15 - Notices

All notices or communications required or permitted under this Agreement shall be in writing and personally delivered or sent by U.S. mail or facsimile transmission to the address of each party as set forth

below, or to such other address as either party may substitute by written notice to the other in the manner expressly provided for herein.

BEVILACQUA-KNIGHT, INC.
Steven Culbertson
523 W. Sixth Street, Suite 1128
Los Angeles, CA 90014
Phone: (213) 213-1960, ext. 105
Fax: (213) 213-1972
E-mail: sculbertson@bki.com

SBCCOG
Jacki Bacharach
20285 S. Western Ave., #100
Torrance, CA 90501
Phone: (310) 371-7222
Fax: (310) 377-5790
E-mail: jacki@southbaycities.org

ARTICLE 16 - Final Release

Upon completion of the Work or termination of this Agreement, the Consultant will provide BKi with a fully executed and mutually acceptable written release of all Agreement claims and obligations.

ARTICLE 17 – Master Agreement Incorporation into Subcontract

All terms and conditions of the BKi Master Agreement are agreed to be incorporated into this Subcontract and are binding on Consultant in the same manner and degree as BKi is bound by them. As applicable based upon the funding source for this Agreement, Consultant, and any and all subcontractors, are also bound by the Terms and Conditions for the 2013-2015 Energy Efficiency Programs and Budgets Agreement (SoCalREN). These terms and conditions are referenced in Exhibit 5.

Consultant assumes responsibility for monitoring of any and all subcontractors under Consultant under this Agreement, including, but not limited to:

- a. Monitoring subconsultant costs for reasonableness, applicability, and allowability;
- b. Ensuring regular reporting of work progress and expenditures in line with the standards set in this Agreement;
- c. Monthly monitoring subconsultant work progress against expenditures;
- d. Compliance with the terms and conditions of this Agreement, including those of the Master Agreement and the Department of Energy;
- e. All other applicable terms and conditions of this Agreement or any documents incorporated by reference.

Nothing in the above statement precludes BKi or Client from monitoring of Consultant's Subconsultants for the above items. BKi may, at any time, audit the progress and performance of Subconsultants in execution of the contracted work scope.

Contractor shall comply with the requirements for all lower-tier subcontracts entered into under SoCalREN.

ARTICLE 18 – Federal or State Policies

Consultant, and all Subconsultants under Consultant, must comply with the following policies:

1. Consultant must comply with the Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41CFR Chapter 60).

2. Consultant must comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.)
3. Consultant must comply with all applicable standards of California's Information Practices Act of 1977 (California Civil Code, section 1798 et seq.)
4. Consultant must retain backup source documentation for audit purposes, and make the documentation available to the Utilities, CPUC, Los Angeles County, BKi (as applicable to this award) or any of their duly authorized representatives upon request at any time during the period of performance and for five (5) years thereafter. An audit may include, but not limited to, a review of Implementer's financial records relating to the Work, program implementation procedures, program marketing material, program implementation documents, field audits of Implementers employees or subcontractors, energy efficiency savings provided by the program, funds spent to date, information relating to the substantiation of program expenditures, incentives paid to rate, customers given incentives to date, list of employees and respective duties, list of subcontractors and their respective responsibilities or service provided.
5. Consultant agrees that the Utilities, CPUC, Los Angeles County, BKi (as applicable to this award) or any of their duly authorized representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Consultant agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Consultant agrees to include a similar right of the parties indicated above to audit records and interview staff in any subcontract related to the performance of this Agreement.

Exhibit 3
CONSULTANT SCOPE OF WORK

Total Budget: \$15,000

Task 2.a General M&O

Goals

Increase awareness of Home Upgrade in SBCCOG member cities. Provide resources at 8-10 community events, present at 2-4 HOA or neighborhood meetings, deliver key messages to SBCCOG member cities, and include Home Upgrade information in SBESC monthly newsletter, social media, materials kiosk.

Tasks

Task 1: Outreach at Community Events and Presentations/Workshops

- A. Attend 8-10 community events in the following cities: Carson, Hawthorne, Lawndale, Palos Verdes Estates, Rancho Palos Verdes, and Torrance. Home Upgrade informational materials will be distributed. If space is available, the Home Upgrade banner will be displayed at the SBCCOG exhibit table. The SBCCOG will be the exhibitor, and all program materials will be available (i.e. SCE, So Cal Gas, West Basin Municipal Water District, Sanitation Districts of LA County, Metro Vanpool, MEL, TEN Home Upgrade). SBCCOG staff will be in attendance at the community events. SBCCOG will track event impressions, engagements and email sign-ups.
- B. Provide 2-4 workshops/presentations with Home Upgrade information for Homeowners Association / Neighborhood Watch meetings (Carson, Gardena, and Inglewood) when the SBCCOG is invited. Presentations, generally 15-20 minutes in length, are part of HOA / Neighborhood Watch meetings and provided by SBCCOG staff. SBCCOG will provide newsletter articles and other promotional information prior to the Home Upgrade presentation. SBCCOG will track event impressions, engagements and email sign-ups.
- C. Train 5-10 volunteers on Home Upgrade with support from The Energy Network in the form of a presentation and trainer. Volunteers assist SBCCOG staff at community events and will be available to distribute Home Upgrade informational materials.

Task 2: Marketing and Media

- A. Provide Home Upgrade information to SBCCOG cities for inclusion in city newsletters and social media channels. SBCCOG will track the distribution list and any potential coverage from these efforts.
- B. Include Home Upgrade information monthly in the SBESC e-newsletter May-October 2015 and via social media platforms (i.e. Facebook and Twitter). The Energy Network will provide content on a monthly basis for inclusion in the newsletter by the 30th of each month for following month's e-newsletter..
- C. Update SBCCOG kiosk/vendor cart materials at Promenade on the Peninsula (Rolling Hills Estates) with Home Upgrade information during the months of May-October 2015.
- D. Upon request from The Energy Network, SBCCOG will distribute The Energy Network- developed press releases to local media related to Home Upgrade workshops/ presentations.

Task 3: Reporting and Documentation

- A. SBCCOG will develop end-of-program documents and report on events and activities. Reporting will be done on a monthly basis.

Timeline

May 1, 2015 – October 31, 2015

Exhibit 4a

Consultant Budget for all tasks

All costs shall be billed on a time and materials basis according to the rate schedule included as Exhibit 4b and shall not exceed the amounts listed in the below table.

The Energy Network 2013/14/15		
Task		SBCCOG
2.a	General M&O	15,000
Total		15,000

Exhibit 4b
Consultant Rate Schedule for all tasks

SBCCOG RATES 2015 - Fully Burdened

Executive Director	\$180
Deputy Executive Director	\$135
Administrative Officer	\$102
Senior Project Manager	\$102
Project Manager	\$80
Environmental Services Analyst III	\$102
Environmental Services Analyst II	\$74
Environmental Services Analyst I	\$59
Administrative Assistant	\$46

Exhibit 5
List of Referenced Documents

Document	Document Location
<i>Administrative (May include some Financial Notes)</i>	
CPUC Energy Efficiency Policy Manual, Version 4	http://www.cpuc.ca.gov/PUC/energy/Energy+Efficiency/
SCE 2010-2012 Third-Party Implemented Program Policies and Procedures Manual for Business, Version 1.9	http://asset.sce.com/Documents/Business%20-%20Energy%20Management%20Solutions/ThirdPartyImplementedManual_V1_9_2010-12.pdf
California's Information Practices Act of 1977	http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/StateInformationPracticesAct.aspx
Fair Employment and Housing Act	http://www.leginfo.ca.gov/cgi-bin/displaycode?section=gov&group=12001-13000&file=12990
Research, Environmental, and Low-Income Funds (PUC Code Sections 381, 381.1)	http://www.leginfo.ca.gov/cgi-bin/displaycode?section=puc&group=00001-01000&file=381-384.2
California Standard Practices Manual: Economic Analysis Demand-Side Management Programs (SPM): Economic Analysis of Demand-Side Management Programs	http://www.energy.ca.gov/greenbuilding/documents/background/07-J_CPUC_STANDARD_PRACTICE_MANUAL.PDF
<i>Reporting</i>	
Web Content Accessibility Guidelines version 2.0, Level AA (WCAG 2.0, Level AA)	Included in Exhibit 2a.

Exhibit 7

Monthly Invoicing and Reporting Requirements

Monthly Invoicing

Monthly electronic copy invoices are required on the 10th of each month, unless otherwise directed, for work completed the preceding month with invoicing supporting files described herein. These invoices and supporting documents are for work performed by the implementer and all subcontractors. BKi will not accept late reports; if reports are not submitted by the deadline costs incurred by Consultant during the reporting month will need to be aggregated with invoicing and reporting for a future month.