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ASSIGNMENT AND ASSUMPTION OF SERVICES AGREEMENT WITH THE CITY OF MILPITAS, CALIFORNIA AND CONSENT TO ASSIGNMENT

THIS ASSIGNMENT AND ASSUMPTION OF SERVICES AGREEMENT WITH THE CITY OF MILPITAS AND CONSENT TO ASSIGNMENT ("**Assignment Agreement**") is entered into as of February 16, 2010 ("**Effective Date**"), by and among the CITY OF MILPITAS, CALIFORNIA (the "**City**"), CH2M HILL, INC., a Florida corporation (sometimes referred to herein as the "**Assignor**"), and CRITIGEN, LLC, a Delaware limited liability company (sometimes referred to herein as the "**Assignee**").

Recitals:

WHEREAS, on January 5, 2010, the City Council of the City of Milpitas awarded a consulting services agreement to Assignor (the "**Services Agreement**"), attached hereto and incorporated by reference as **Attachment A,** for the assessment and analysis of various City facilities for possible solar generation opportunities; and

WHEREAS, pursuant to the terms of the Services Agreement, the Assignor may assign the contract to a qualified company, contingent upon the approval of the City; and

WHEREAS, the skilled personnel, knowledge database, and equipment of the Assignor's business unit charged with performing the work have been sold and reorganized as part of a new entity called Critigen, LLC (the Assignee); and

WHEREAS, the City finds that Critigen has the necessary skills, expertise, and financial fitness to perform the Services Agreement according to the existing terms and conditions set forth in said Services Agreement, and wishes to approve said assignment; and

WHEREAS, the Assignee wishes to assume the obligations of Assignor under the Services Agreement, which shall mean that the City shall perform its obligations under the Services Agreement in favor of Assignee and that the City and the Assignor shall each release the other from any obligations owed by the other to them under the Services Agreement.

Agreement:

NOW THEREFORE, in consideration of the foregoing preambles which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby consent to the Assignment Agreement, subject to the following terms and conditions, all of which are hereby acknowledged and agreed to by the parties:

1. **Assignment**. Assignor hereby conveys, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Services Agreement. Assignor shall execute and deliver to Assignee such further assignments, acknowledgments and documents as Assignee

may reasonably request in order to confirm or give notice of the transfer affected by this Assignment Agreement.

2. **Acceptance and Assumption**. Assignee hereby accepts the assignment of Assignor's right, title and interest under the Services Agreement, and shall be bound by all of the terms of the Services Agreement in Assignor's place and stead. Assignee assumes and shall faithfully pay and perform in Assignor's stead, as and when due, any and all liabilities and obligations of Assignor under the Services Agreement. Assignee shall indemnify and hold harmless Assignor from and against any and all liability, loss, damage or expenses (including, without limitation, reasonable attorneys' fees) arising or resulting from the failure of Assignee to pay or perform faithfully and punctually any liability or obligation hereby assumed.

3. **Consent of the City**. The City hereby consents to the assignment of Assignor's right, title and interest under the Services Agreement to Assignee, and the assumption by Assignee of any and all liabilities and obligations of Assignor under the Services Agreement upon the Effective Date. With effect from the Effective Date, the City also undertakes to perform the Services Agreement and to be bound by its terms in every way as if Assignee were a party to the Services Agreement in lieu of Assignor.

4. **Release and Discharge**. With effect from the Effective Date, Assignor releases and discharges the City from any and all obligations and liabilities owed to Assignor under the Services Agreement. With effect from the Effective Date, the City hereby releases and discharges Assignor from any and all obligations and liabilities owed to the City under the Services Agreement, and accepts the obligations and liability of Assignee under the Services Agreement in lieu of the liability of Assignor.

5. **Representations**.

5.1 Assignor Representations. Assignor hereby represents and warrants that Assignor (i) has full power and authority to assign the Services Agreement to Assignee, (ii) has not previously transferred or conveyed its interest in the Services Agreement to any person or entity collaterally or otherwise, and (iii) has full power and authority to enter into the Assignment Agreement.

5.2 Assignee Representations Assignee hereby represents and warrants that Assignee has full power and authority to enter into the Assignment Agreement.

6. **Miscellaneous Provisions**.

6.1 Notices. Any notices required to be given under this Assignment Agreement shall be in writing and may be personally delivered, sent by nationally recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested and shall be effective upon receipt at the appropriate address. Any notice given to the City, Assignor or Assignee shall be sent to the respective address set forth on the signature page below, or to such other address as such party may designate for service of notice.

6.2 Governing Law. This Assignment Agreement is governed by the laws of the State of California.

6.3 Construction and Interpretation. This Assignment Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Assignment Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Assignment Agreement and shall be of no further force or effect. No party has been induced to enter into this Assignment Agreement by, nor is any party relying on, any representation or warrant outside those expressly set forth in this Assignment Agreement. This Assignment Agreement is binding on and inures to the benefit of the respective successors, assigns and representatives of each of the parties.

[SIGNATURES ARE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City, Assignor and Assignee have executed this Assignment Agreement as of the date set forth above.

CITY: **THE CITY OF MILPITAS, CALIFORNIA**

Address for Notices:

By: _____

Purchasing Division
City Hall, City of Milpitas
455 E. Calaveras Blvd.
Milpitas, CA 95035-5411

ASSIGNOR: **CH2M HILL, INC.**, a Florida corporation

Address for Notices:

By: _____

Name: _____

Title: _____

CH2M Hill, Inc.
9191 South Jamaica Street
Englewood, CO 80112
Attn:
T: 720-286-___

ASSIGNEE: **CRITIGEN, LLC**, a Delaware limited liability company

Address for Notices:

By: _____

Name: _____

Title: _____

_____
_____
_____
_____
_____
T: _____

ATTACHMENT A

SERVICES AGREEMENT

[See Services Agreement Attached]

CH2MHILL

January 27, 2010

Chris Schroeder
City of Milpitas Finance Department
455 E. Calaveras Blvd.
Milpitas, CA 95035-5411
USA

Subject: City of Milpitas Service Agreement

Dear Chris:

Enclosed please find the signed Service Agreement. We are looking forward to novation of this contract soon after your next Council Meeting.

Sincerely,

Euan Finlay

Euan Finlay, CH2M HILL
Senior Vice President

EF:bb
Enclosures

City of Milpitas – Service Agreement

SECTION I: GENERAL INFORMATION

Date: ~~Wednesday, January 27~~, 2010 ~~P.O. Number:~~

(Procurement Department Use Only)

Agency / Dept. Name: City of Milpitas Dept. No.: 300

Brief Description of Services: Vendor will assess the viability of photovoltaic solar power generation systems at 16 City of Milpitas sites.

Maximum Financial Obligation: $ 73,023.00

Term of Agreement: Start Date: January 6, 2010 End Date: March 31, 2010

SECTION II: PARTIES TO AGREEMENT

CONTRACTOR		City of Milpitas	
Legal notices pertaining to this agreement will be sent to the name, address and contact person below:		Mail Invoices to City of Milpitas at:	
Name: CH2M HILL, Inc.		Agency/Dept: City of Milpitas Finance Department	
Contact Person: Gary Schinnell Euan Finlay		Contract Monitor: Chris Schroeder	
Address: CH2M HILL, Inc. 9191 South Jamaica St.		Address: 455 E. Calaveras Blvd.	
City/State/Zip: Englewood, CO 80112		City/State/Zip: Milpitas, Ca 95035-5411	
Telephone: Gary: 612-963-5958 Euan: 720-286-3217	Fax: 720-286-9216	Telephone: 408-586-3161	Fax: 408-586-3170
SCC Vendor No. (SAP): 1002156		Fiscal Contact: Emma Karlen, Finance Director	

City of Milpitas – Service Agreement

SECTION III: CONTRACT AUTHORIZATION

It is agreed between City of Milpitas, hereinafter referred to as the "City" and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits. In addition, City and Contractor certify that the Independent Contractor (Section IV) accurately reflects the anticipated working relationship between City and Contractor. Further, contractor certifies that the Contracting Terms and Conditions (Section VII), and insurance waiver information (Section VIII, Part B) of this form are true and correct. For independent Contractors, a certificate demonstrating appropriate insurance is required before work may begin.

Signatures

Contract is not valid until signed by Contractor and Procurement Department on behalf of the City. Signature of the City Manager is required for contracts executed by a delegation of authority

Contractor:		Date:	1-27-10
Procurement Department:	Chris Schroeder by JD	Date:	1-20-10
Project Manager:		Date:	1/20/2010
Finance Director:	Emma C. Karl	Date:	1/20/10
City Attorney:		Date:	1/20/10
City Manager:		Date:	1/20/10

SECTION IV: INDEPENDENT CONTRACTOR

In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City.

Contractor's Initials: CJ.

SECTION V: CONTRACT SPECIFICS

Describe the services to be performed or unique elements of the contract. If more space is needed, attach a separate document—"Attachment A". If the contractor wishes to add contract language or modify the Standard Service Agreement, then City Attorney must approve and sign the Agreement. City Attorney approval is not required if Attachment A refers to Contract Specifics listed on this page.

Service Description and Expected Outcome (scope of service)

Vendor will provide concise assessment of the opportunities for solar power generation at sixteen (16) City owned sites. The study will determine the total solar potential at these locations for several different types of solar installations: 1) rooftop, 2) ground mount or parking canopy, and 3) solar hot water. In addition, other types of renewable generation systems will be considered. A report will be generated that provides summary information

relating to four discrete tasks: solar analysis, electrical and structural analysis, analysis of financing options, and delivery of a final report. The 16 sites are described on Attachment A1.

Task One – Solar Analysis

Vendor will create a map of the solar intensity of the parcel boundary for each site.

The study will provide information on operational, facility, geological or environmental challenges that may require further detailed assessment or that may limit the range of options for renewable energy generation. The study will provide information on these limitations if any for each site.

In addition, for each site the vendor will provide information on:

a) total generation potential,
b) anticipated electrical and/or natural gas savings,
c) potential CO2 reductions,
d) maximum recommended installation capacity,
e) minimum recommended installation capacity,
f) anticipated site specific challenges,

Task 2 – Electrical and Structural Analysis

a) recommend and estimate cost of upgrades necessary to electrical transfer switches and other infrastructure necessary for interconnection,

b) evaluate and recommend whether building rooftops are sufficiently structurally sound to bear loads of typical solar panels and/or solar hot water systems,

c) compare system output to actual electrical consumption at the sites to match loads and system sizes for electricity generation,

Task 3 – Financing Options

For the following four sites only, **Minnis Water Tank, Main Sewage Pump Station & Corp. Yard, Ayer Pump Station & Water Tank (behind MSC), and the Gibraltar Pump Station & Water Tanks** the study will present a recommendation on the type of financing structure(s) the City should use to install the renewable generation system. Consideration should be given within this recommendation to existing rebate programs and grant opportunities – especially those that have minimal matching requirements. The study should evaluate alternative options for financing solar projects including direct purchase, Power Purchase Agreements, or lease to buy options. Included in these financing options will be an analysis of whether AB 2466 would provide more advantageous opportunities for the County than 3rd party ownership, and whether the project would meet CA Government Code Section 4217 cost effectiveness finding requirements. Finally, grant opportunities will be presented and evaluated for suitability.

Task 4 - Final Report

The conclusions of this study will be provided to the City Council in a summary report prepared by City staff. The final copy of the consultants report may be used as an attachment to the City's summary report to the City Council on potential solar or other renewable power generation projects. The conclusions of the study must be sufficient for the City to make a determination as to whether to proceed with solar projects at each site listed.

Or ☐ ***See Attachment*** _____

ı.Deliverables, Milestones, Timeline for Performance

City of Milpitas Deliverables to Vendor for all 16 sites will be provided within five working days of contract start:

a) City will provide LiDAR data and ortho-photography if available. If not available Critigen will acquire on its own.

b) City will provide electrical and structural drawings for all buildings on each site where possible

c) City will provide access to buildings for electrical and structural inspections

d) City will provide utility load data by month for the past year for each building

e) City will provide drawings relating to sites where possible

f) City will provide contact information of Fiscal support staff who may address questions relating to tax status of each site, and other fiscal information

g) City will schedule and facilitate Kick-off meeting and site tours (within five working days of contract start)

h) City will timely review draft reports and provide comments to vendor contact

i) Site No. 9 is limited to an analysis of a ground-mount system on the parking lot site on the Main Sewage Pump Station & Corp Yard.

Vendor Deliverables to City

a) Vendor will provide draft report for review and comment within 25 days of receiving all data to be provided by the City.

b) Vendor will provide a copy of the Final report within 5 days of receiving comments on the Draft report.

c) Vendor will provide 5 copies of Final report.

d) Vendor will promptly respond to questions from City staff within one working day of written (email) question.

AND ☒ *See Attachment Exhibit B, Vendor's Proposal attached hereto and incorporated herein by this reference*

C. Performance Standards

List specific standards and criteria sufficient to evaluate Contractor's performance and quality of deliverables.

- Draft copies and final report must contain clear concise language without unexplained reference to technical terms.
- Time is of the essence in performing this contract.

Or ☐ *See Attachment* _____

D. Payment Schedule

Be specific as to hourly rate, payment by milestones, etc.

The Vendor will be compensated on a Time and Materials basis. The total Time and Materials budget for the scope of work is not-to-exceed **$73,023.00** Vendor will notify the City when 75% of the budget has been expended. In no event will the Vendor be obligated to incur costs that exceed the budget.

Monthly invoices will be issued by the Vendor for all services performed based on actual hours worked during the billing period. The City shall pay each invoice within 30 days. In the event of a disputed billing, only that portion will be withheld from payment and the undisputed portion will be paid.

Or ☐ See Attachment _____ attached hereto and incorporated herein by this reference

Changes to the terms and conditions on this page require approval of Milpitas City Counsel

SECTION VI: STANDARD PROVISIONS

A. Entire Agreement

This document represents the entire Agreement between the parties. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of the agreement are merged into this Agreement.

B. Conflicts of Interest

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest.

C. Governing Law, Venue

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the City of Milpitas.

D. Assignment

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

E. Waiver

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.

F. NON-DISCRIMINATION

☒ **Standard Non-Discrimination Language**

Contractor shall comply with all applicable Federal, State, and local laws and regulations including City's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

– OR –

☐ **Alternate Non-Discrimination Language Attached** (Requires Milpitas City Counsel Approval)

G. TERMINATION

☒ **Standard Termination Language**

The City may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the City. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to City all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by City.

--OR –

☐ **Alternate Termination Language Attached** (Requires Milpitas City Counsel approval.)

H. **DISENTANGLEMENT**

Contractor shall cooperate with City and City's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with City's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the provision of services or City's activities.

For any software programs developed for use under the City's Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the City, at no charge to City, to use, copy, and modify, all work or derivatives that would be needed in order to allow City to continue to perform for itself, or obtain from other providers, the services as the same might exist at the time of termination.

Contractor shall return to City all City assets or information in Contractor's possession.

City shall be entitled to purchase at fair market value those Contractor assets used for the provision of services to or for City, other than those assets expressly identified by the parties as not being subject to this provision. Contractor shall promptly remove from City's premises, or the site of the work being performed by Contractor for City, any Contractor assets that City, or its designee, chooses not to purchase under this provision.

Contractor shall deliver to City or its designee, at City's request, all documentation and data related to City, including, but not limited to, the City Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to City, all at no charge to City.

SECTION VII: CONTRACTING TERMS AND CONDITIONS

Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

Contractor shall maintain financial records adequate to show that City funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this contract.

The failure of Contractor to comply with this Section or any portion thereof may be considered a material breach of this contract and may, at the option of the City, constitute grounds for the termination and/or non-renewal of the contract. Contractor shall be provided reasonable notice of any intended termination or non-renewal on the ground of non-compliance with this Section, and the opportunity to respond and discuss the City's intended action.

SECTION VIII: INSURANCE / INDEMNIFICATION

City of Milpitas – Service Agreement

Independent Contractors must comply with the City's insurance and indemnification requirements as indicated below.

A. TYPE OF INSURANCE LANGUAGE

☒ **The following standard insurance and indemnification language is attached and incorporated into this agreement:**

- ☐ B-2 Standard Service Contracts Above $100,000
- ☒ B-2A Standard Service Contracts Between $50,001 and $100,000
- ☐ B-2B Standard Service Contracts Between $10,001 and $50,000
- ☐ B-2C Standard Service Contracts Up To $10,000
- ☐ B-2D Environmental Services Contracts
- ☐ B-3 Professional Services Contracts (e.g. Medical, Legal, Financial, etc.)
- ☐ B-3A Architects and Engineers Service Contracts
- ☐ B-9 Part-time Trainer Contracts up to $50,000

☒ **Modification or Waiver Attached if Appropriate**

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

	YES	NO
1. **Workers Compensation:** Does the contractor have employees? If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.	X	
2. **Owned Auto Insurance:** Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.	X	
3. **Hired Auto Insurance:** Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.	X	
4. **Non-owned Auto Insurance:** Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself? If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.	X	

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

SECTION IX: FEDERAL / STATE REQUIRED PROVISIONS

(e.g. Drug-free Workplace Activity, HIPAA Business Associate Language, etc)

☐ **A. Federal Required Language Attached** (optional)

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

☐ B. State Required Language Attached (optional)

Only add special language if services included in the contract require language different from or in addition to that in Section VI.

SECTION X: ADDITIONAL ATTACHED EXHIBIT (S) (optional)

If exhibits are added to this Service Agreement, the contract will require review, approval and signature of City Attorney, with the exception of attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits. Examples of attachments that require City Attorney approval are: 1) Contractor's terms and conditions that are different than, or add to the standard provisions language, 2) Any changes to the language in Section VI—Standard Provisions.

☒ **Exhibit Name(s)**

Exhibit A – RFQ for Renewable Power Generation Site Assessment Study

Exhibit B – Vendor/CH2M HILL Proposal for Renewable Power Generation Site Assessment Study

Exhibit B2 (revised) – Insurance Requirements for Standard Contracts Above $100,000.

Exhibit C – City of Milpitas Solar Sites

Exhibit D – Limitation of Liability

Exhibit E- Milpitas Proposal

The Exhibits named above are attached hereto and incorporated herein by this reference

SECTION XI: MISCELLANEOUS

☐ **Statement of Economic Interest, FORM 700**

If Form 700 is required, it must be filed with the City Clerk within 30 days of the contract's effective date of _____. Contractor must submit Form 700 by _____ to the City's Clerk.

County of Santa Clara

Facilities and Fleet Department
Administration
2310 N. First Street, 2nd Floor, Suite 200
San Jose, California 95131-1101
(408) 993-4700 FAX (408) 993-4777

April 22, 2009

EXHIBIT A
INFORMAL SOLICITATION FOR:
SANTA CLARA COUNTY SOLAR SITE ASSESSMENT STUDY

AMENDMENT TO SCOPE

The County would like to add the County Fairgrounds property, 12 acres nearest to
Contact Information:

Caroline Judy
Manager, Intragovernmental Support Services
Facilities and Fleet Department
County of Santa Clara
2310 N. First Street, 2nd Floor, Suite 200
San Jose, CA 95131-1011
408-993-4784
408-993-4700 Fax

Background Information
The County of Santa Clara desires to retain the services of a well-qualified architectural/engineering consulting firm (Consultant) to provide professional services to assess the viability of installing solar power systems on six (6) County sites. The study shall be based on review and analysis of each site, estimation of potential solar generation and review of pertinent data including available utility data and drawings for each site. Due to the time limitations imposed by ARRA funding sources, vendors that are able to use satellite mapping and computer modeling to assess sites will receive preference. Consultants proposals will be evaluated on a best value basis.

Santa Clara County is evaluating the opportunities to install photovoltaic solar panels on existing facilities and in parking lots. Several facilities have already been identified as promising candidate sites for solar installations. These sites were chosen based upon the relatively constant nature of the electrical load, the total available roof and parking area square footage, the potential for significant savings on electricity generated, and other factors. Although other sites may exist the identified sites are viewed as most promising. County staff have in the past evaluated sites but no formal studies have been conducted recently, largely because of budget shortfalls and a prioritization of efforts on energy conservation as opposed to renewable power generation.
See attached table.

The County has considered three types of financing mechanisms for solar installations:

a) Direct purchase is considered a limited option due to the severe budget shortfalls experienced by the County since 2001. This option should only be considered for those sites that present insurmountable issues for other types of purchase mechanisms, or where external fund sources such as grants, rebates and other incentives have the potential to cover a minimum of significant percentage of the total project cost.
b) Lease to buy is considered a more viable option for certain sites. However, it presents similar difficulties as direct purchase. The County would be obligating a form of debt on facilities that restricts the potential for leveraging those property assets for future bond issuances. Lease payments are problematic as there is no additional source of funding for these given the budget.
c) Solar Power Purchase Agreements are considered the most viable option for rapid deployment of solar power generation on County facilities. These agreements may be structured such that there is little or no up front capital requirement, they provide a long term hedge against increasing electricity rates, and they are increasingly being used within California.

Largely due to budget limitations the County has considered Solar Power Purchase agreements as the most viable option to pursue at this time.

The County has been leading an effort in partnership with Joint Venture Silicon Valley and the Association of Bay Area Governments to issue a regional Solar Power Purchase Agreement. Over 19 jurisdictions in San Mateo and Santa Clara County have indicated an interest in "piggybacking" on Santa Clara County's Solar PPA Request for Qualifications and Request for Proposals. Collectively these entities have over 57 separate sites where solar or other renewable energy generation could be installed. The County's processes of; a) evaluating sites, b) determining the most appropriate financing structure, and c) educating management and elected officials on solar technologies and financing structures, are all providing insights and tools that are applicable to the regional effort. The lessons learned from the County's assessment will be an important part of the deliverables for this project.

Scope of Work

The County is looking for a concise assessment of the opportunities for solar power generation at Six County owned sites. The study would determine the total solar potential at these locations for rooftop solar, solar hot water, ground mount or parking canopy type solar installations or other renewable energy generation systems.

Different sites have operational, facility, geological or environmental challenges that may need further assessment and may also limit the range of options for renewable energy generation. For example, due to the security requirements of the Elmwood site and age of structures, solar roof mount systems are not viable at this facility and therefore should not be studied. The study will provide information on these limitations if any for each site.

Furthermore, the study will provide information on;

a) total generation potential,
b) anticipated electrical and/or natural gas savings,
c) potential CO2 reductions,
d) maximum recommended installation capacity,
e) minimum recommended installation capacity,

f) estimated cost of upgrades necessary to electrical transfer switches and other infrastructure necessary for interconnection,
g) anticipated site specific challenges,
h) impact of AB 2466 (related to Direct Purchase Option)
i) other relevant information inadvertently omitted from this Scope of Work,

Finally, the study will present a recommendation on the type of financing structure(s) the County should use to install the renewable generation system. Consideration should be given within this recommendation to existing rebate programs and grant opportunities – especially those that have minimal matching requirements.

The conclusions of this study will be provided to the Board of Supervisors in a summary report prepared by County staff. The final copy of the consultants report may be used as an attachment to the County's summary report to the Board of Supervisors on potential solar or other renewable power generation projects. The conclusions of the study must be sufficient for the County to make a determination as to whether to proceed with solar projects at each site listed.

Consultant Responsibilities

The consultant will attend a kickoff meeting with county staff and attend mandatory site tours. It is anticipated that a full day will be required for site tours. For the Elmwood Jail site consultants and Sub-consultants will be entering a correctional facility and are subject to passing security clearances and need to be aware of the no hostage rule. Consultants will be required to sign the attached waiver before entering the Elmwood site.

The consultant will present draft findings in a written Word document report for County review and comment following the timeline below. The consultant should anticipate two draft review and comment periods prior to the final report issuance. The consultant will be responsible for providing 12 hard copies of the final report. The consultant will not be required to present to the Board of Supervisors as this will be the responsibility of County staff.

County Responsibilities

The County will provided access to load profile data and parcel maps. The County project lead will respond promptly to questions raised by the consultant. The County will provide review comments within five days of receipt of draft documents from the consultant.

Timeline

Issue Request for Proposals and Price Quotes – April 22, 2009
Proposals and quotes Due – May 8, 2009 4:00 PM
Execute Service Agreement – May 13, 2009
Kickoff Meeting and Site Tours - week of May 18, 2009 TBD
Draft #1 report deliverable – June 5, 2009
Review period – June 5, 2009 – June 10, 2009
Draft #2 Report deliverable – June 15, 2009
Review period - June 15 – June 16, 2009
Final Draft Issuance - June 19, 2009

Minimum Qualifications

a) Architectural/Engineering Firm/Team as A Whole:
b) Must be licensed to practice in California
c) Have provided architectural and engineering services with the planning/evaluation and design of solar power generation systems.
d) Has experience in managing architectural and engineering professional service contracts for public agencies.
e) Has the ability to provide staffing and resources necessary to meet the schedule of the scope of work attached.
f) Can meet the County insurance requirements for a Consultant including
    1. Commercial general liability insurance of $1,000,000 for each Occurrence
    2. Commercial general liability insurance of $2,000,000 for general Aggregate
    3. Commercial general liability insurance of $2,000,000 for products/completed Operations Aggregate
    4. Commercial general liability insurance of $1,000,000 for Personal Injury
    5. Automobile liability insurance of $1,000,000 for each occurrence
    6. Statutory California Workers' Compensation
    7. Employer's Liability of $1,000,000
    8. Personal Errors and Omissions insurance of $1,000,000 for each occurrence
    9. Deductible or Self-Retention not exceeding $25,000"

EXHIBIT B

CH2MHILL

CH2M HILL
325 E. Hillcrest Drive
Suite 125
Thousand Oaks, CA 91360
Tel (805) 371-7817
Fax (805) 371-7818

May 8, 2009

Caroline Judy
Manager, Intragovernmental Support Services
Facilities and Fleet Department
County of Santa Clara
Caroline.Judy@faf.sccgov.org

Subject: Proposal for Renewable Power Generation Site Assessment Study

Dear Ms. Judy:

Santa Clara County is seeking a consultant to assess the viability of installing solar power systems on seven County sites. Within a 5-week timeframe, the consultant will need to perform a study to determine the total solar potential at these locations for rooftop solar, solar hot water, ground mount or parking canopy type solar installations or other renewable energy generation systems.

CH2M HILL, Inc. (CH2M HILL) is a leader in assessing the potential of solar power at sites around the country. We currently work with the U.S. Department of Energy as the technical integrator for the Solar America Cities Program. In this role, we provide technical, administrative and process expertise to 25 Solar Cities, six Solar Showcases (demonstration facilities) and DOE headquarters in Washington DC. We will bring this experience to bear on the County's Renewable Power Generation Site Assessment Study.

In addition, we have an experienced team ready and committed to working with the County to perform this site assessment study within the proposed schedule. Our team members are skilled at performing solar generation site assessments and have recent experience performing similar studies for the San Jose Solar City project and Forest City Solar America Showcase (Hawaii).

Over the past few years, we have been working with the County on various projects and have good relationships with County staff. This recent work includes working with the Facilities and Fleet Department and the Public Health Department on the development of the County's emergency equipment and medical supply warehouse conceptual design.

We look forward to continuing to work with you and assisting you in the development of a Renewable Power Generation Site Assessment Study. If you have questions, or need further information, please feel free to contact our Project Manager, Steph Stoppenhagen at 303.319.6916 or Steph.Stoppenhagen@ch2m.com, or our Client Service Manager, Ross Berman at 805.405.0387 or Ross.Berman@ch2m.com. This proposal is valid for 30 days from the date of this letter. We appreciate your consideration.

Sincerely,

CH2M HILL

Gregory J. Quirk

Gregory Quirk
Vice President, Enterprise Management Solutions

Proposed Approach

Task 1 - Solar Analysis

CH2M HILL will employ a three-part approach to study the solar potential for the seven sites. First, the team will create virtual 3-dimensional (3D) environment of the evaluation sites. Next, the team will perform a time series analysis of the sun's patterns with specific attention focused on the shadows cast by the 3D structures and trees. Finally, the team will analyze and summarize the output to provide recommendations about the generation potential of each site.

3D Data Development

In this first step in the 3D data development, CH2M HILL will obtain LiDAR data from Santa Clara County and orthophotography data of the seven evaluation sites to capture current building and vegetation conditions. These datasets will be provided to CH2M HILL at no cost. For each site, a 3D surface representation of the buildings and vegetation will be created using a combination of the LiDAR and ortho-photography data sources. Tree heights will be multiplied by a factor of 1.25 to account for the impact of tree shading from tree growth through time. These modified tree heights will be incorporated into a digital surface model (DSM) which will be used for the solar radiation analysis. Each pixel in the DSM will be sized based on the point spacing provided on the LiDAR surface.

Solar Radiation Modeling

CH2M HILL will perform solar radiation modeling using the ESRI Solar Analyst extension. The Solar Analyst modeling toolset accounts for atmospheric effects, the latitude and elevation of the study site, the slope and aspect of the modeled objects, daily and seasonal shifts of the sun angle, and effects of shadows cast by surrounding obstructions. Our team will perform the simulation during the hours of 10 am to 5 pm to capture the duration of peak sun hours. The output from this simulation is the average daily hours of sunlight and the total (direct + diffuse) annual solar radiation received over the digital surface model (Exhibit 1). Additionally, we will perform the simulation using the solar position from calendar year 2009 with each time step occurring on the 15th of each month.

Exhibit 1. Sample Output from a Solar Radiation Modeling Study
Blue depict areas of low solar radiation; yellow depict areas of moderate solar radiation, red depict areas of high solar radiation

PV Site Selection

For all sites except for the Elmwood site, CH2M HILL will extract the locations that exceed the average daily peak sun hours for each building and surrounding areas from the simulated solar radiation surface. Our team will remove the location of existing rooftop obstructions including solar hot water heaters and AC units from this surface to provide an estimate of the areas that would be suitable for the installation of a photovoltaic system. From the dataset, we will also

extract rooftop areas that are in direct sunlight during the period of 1000-1700 during the entire year. We will then identify the "optimal" locations for the installation of PV. Because larger contiguous areas would be more suitable for the installation of PV, our team will retain only areas that exceed 30 square feet in the dataset of "optimal" locations for the installation of PV. For each site in the evaluation sites, CH2M HILL will compute the total rooftop area, area suitable area that meets these requirements and calculate the PV potential using the ratio of the roof area needed (in square feet) per DC watt at Standard Test Conditions (STC) PV for the SunPower 225 PV module which requires 270 square feet for a 4.5 kW system. CH2M HILL will compute the PV potential and electricity generation for rooftop, ground mount, and canopy mounted systems as defined in the RFP.

Deliverables

1. For each site, CH2M HILL will create a map of the solar intensity of the parcel boundary including building rooftops, parking lots, and bare ground. This map will highlight the best areas for solar at each of these sites.
2. For each of the buildings, and for parking lots and bare ground of at least 1,000 square feet of suitable solar radiation, CH2M HILL will provide the following;
   a. Total generation potential
   b. Anticipated electrical and/or natural gas savings
   c. Potential CO2 reductions
   d. Maximum recommended installation capacity
   e. Minimum recommended installation capacity

Assumptions

1. The County will provide LiDAR data of 1-meter resolution (or better) for all seven sites at no cost.
2. The County will provide ortho-photography for all seven sites at no cost.
3. Rooftops at the Elmwood site will not be considered.
4. Suitable solar radiation will be defined as no more than 20% shading between 10 am and 4 pm in an average day.

Task 2 – Electrical and Structural Analysis

CH2M HILL will evaluate each of the sites to determine the feasibility of connecting the PV system to the buildings electrical system. This evaluation may eliminate some of the sites from consideration. CH2M HILL will also evaluate each of the sites to determine if building rooftops are structurally sound to bear the load of PV panels of solar hot water systems. This analysis could also identify certain buildings and remove them from consideration. Finally CH2M HILL will compare expected system output to actual electricity consumption at the site to match loads and system size for electricity generation.

Deliverables

1. The map will be updated to eliminate areas where major issues exist to connect the solar array to the buildings electrical system.
2. A recommendation on needed upgrades and the approximate cost for electrical transfer switches and other electrical infrastructure will be provided.
3. The map will be updated to identify buildings that structurally cannot bear the load of the PV panels or solar hot water system.
4. Each system will be sized to approximately match the load of the building on the property.

Assumptions

1. Client will provide electrical and structural drawings for all buildings.
2. Client will provide access to the buildings for electrical and structural inspection.
3. Client will provide utility load data by month for the last year for each of the buildings.
4. Client will provide to CH2M HILL all necessary Drawings in Client's possession relating to CH2M HILL's services. CH2M HILL will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by Client. Mapping accuracy is based upon this information. CH2M HILL is not responsible for inaccurate Deliverables or Services related to inaccuracies, deficiencies or incompleteness of Drawings.
5. Due to security concerns and liabilities, the electrical analysis for Elmwood Prison will be obtained through our image analysis only. No on-site visits on the grounds of or inside the prison will be made. Our analysis of this site should not be affected because on-sites visits are not required for the analysis of ground-mounted systems.

Task 3 – Financing Options

CH2M HILL will evaluate the possible financing options for each site taking into account local, state, and federal rebates and incentives. We will also include an analysis of which sites are best suited for direct purchase, a solar PPA, and a lease to buy option. These findings will be included in the final report. Also current grant opportunities will be presented and evaluated for suitability.

Deliverables

1. Recommended financing option for each site.
2. A listing of current grant opportunities and a one page analysis of each.

Assumptions

1. Client will make available a county finance or accountant as needed to define tax assessor status of each site. It will be important to understand how buildings are classified to determine which rebates and incentives are suitable.

Final Deliverable

All of the data in Tasks 1-3 will be compiled into a draft report. Through the use of two draft review and comment periods, our team will develop a final report. The report will provide a discussion of each site's solar potential and anticipated site-specific challenges, and a discussion of the impact of AB 2466, as it relates to the Direct Purchase Option. The report will also include recommendations for installation locations and capacities for PV systems.

General Assumptions

1. Upon acceptance of this proposal, both parties agree to come to mutually acceptable contract terms and conditions.

Proposed Team

Licensed to do business in California (#C1862827), CH2M HILL excels at providing innovative, "can do" project teams for challenging technical and management assignments. We are an employee-owned architectural and engineering consulting firm with a 62-year track record of success in helping clients achieve their objectives. Our people apply technology and innovative ideas that help CH2M HILL's clients build a better world. Through a global network of offices and more than 25,000 people worldwide, CH2M HILL provides local staff to manage projects and serve clients, while drawing on the full resources of the company to get the right people on the job at the right time.

CH2M HILL's San Jose office is a certified Santa Clara County Green Business.

BAY AREA GREEN BUSINESS

Our proposed project manager Steph Stoppenhagen will lead our compact team to deliver this project within the County's proposed 5-week schedule. With 11 years of experience, Steph is a renewable energy mapping consultant and project manager who is recognized as a technical subject matter expert. Recently, Steph developed CH2M HILL's technical team of solar experts responsible for defining a solar mapping system and methodology that automates the process of examining the PV potential of rooftops and reduces the time to analyze this potential; the process is being patented. Steph's project experience includes serving as the client service manager for the City of San Jose Solar America Showcase's Central Service Yard Solar Site Evaluation and the Forest City Solar America Showcase's Pearl City Peninsula Site Assessment. She also recently managed the solar mapping and development of the Sacramento Municipal Utility District's and City of San Francisco's Solar Mapping Web Portals.

Steph will be assisted by technologist Ryan Miller, PhD and energy analyst Josh Cooper. Ryan is a GIS developer and analyst who has been working with geospatial and information technologies for more than 12 years in the safety and environmental domains. Recently, Ryan has focused on solar projects including serving as the technologist on the Forest City Solar America Showcase's Pearl City Peninsula Site Assessment, along with the City of San Francisco's and Los Angeles County's Solar Mapping Web Portals.

Josh is an economist who completes economic and energy analysis as part of environmental reviews under environmental policy and state guidelines. For energy and civil infrastructure projects, he performs research and decision and financial analysis including literature reviews,

collecting and analyzing statistical data, and comparative analysis. Josh also creates sophisticated Excel-based models to assist with financial analysis projects. Recently, he has served as an energy analyst for the City of Seattle's Mercer Corridor Improvements Project Environmental Assessment (Washington) and Oregon Department of Transportation's Sellwood Bridge Project. In this role, he was responsible for describing the affected environment and discussing the operational and construction energy impacts of the different alternatives.

Relevant Experience

Working with the U.S. Department of Energy as the technical integrator for the Solar America Cities Program, CH2M HILL currently provides technical, administrative and process expertise to 25 Solar Cities, six Solar Showcases (demonstration facilities) and DOE headquarters in Washington DC. CH2M HILL has provided more than 2,000 technical integration service hours to the Solar Cities program, Sandia National Labs and National Renewable Energy Labs, prime contractors to DOE for the program. As a nation-wide organization, we use local resources in many situations, saving time and travel expenses in performing diverse tasks such as: building solar site evaluations; solar technology evaluations; and energy generation benchmarks and evaluations.

Our specific experience relating to site assessment studies is described in more detail below.

Central Service Yard Solar Site Evaluation, City of San Jose (California) Solar America Showcase, U.S. Department of Energy

The DOE Tiger Team, including staff from CH2M HILL, Sandia National Labs, and New Mexico State University, conducted a solar site evaluation at the Central Service Yard in the City of San Jose, California. This evaluation was conducted as part of a larger study to assess solar potential at multiple public facilities within the City. The team conducted the evaluation in partnership with, and on behalf of, the U.S. Department of Energy (DOE) as part of the Solar America Initiative, a multi-year program aimed at accelerating demand and development of solar technologies among key end-use market sectors. Through the Solar America Showcase, DOE provides technical assistance to large-scale (in excess of 100 kilowatt [kW]), high-visibility solar installation projects that have the ability to impact the market for solar technologies through large project size, use of a novel solar technology, and/or use of a novel application for a solar technology. The City of San Jose was one of three locations awarded a Solar America Showcase award in May 2007.

The study evaluated the potential and cost-benefits for placing solar technologies on multiple public buildings, complexes, and properties within the City of San Jose. The scope of the study was to provide the City with the following:

1. Determination of appropriate solar technology and size at each facility
2. Conceptual layout of a solar system for each facility
3. Estimated system cost
4. Electricity production potential and annual energy savings estimate for each facility
5. A simplified financial analysis for the highest-priority facilities.

As part of the study, the San Jose Showcase Tiger Team reviewed available data for each facility including current electrical usage, utility rate structure, site operations, and site drawings.

During the site evaluations, the Tiger Team conducted an assessment of site conditions and collected relevant site data including facility orientation, roof type, potential shading, and location/availability of potential electrical interconnections.

For this analysis, the Tiger Team used publicly-available solar resource data, solar screening tools, and vendor-supplied information to assess the potential for installing a PV and/or a concentrating solar thermal electric system at the site. The solar resource data were downloaded from the National Renewable Energy Laboratory (NREL) website (www.nrel.gov) and are based on actual solar measurements and modeled values incorporating cloud cover data and satellite imagery. The Tiger Team used the PVWATTs and/or the Solar Advisor Model (SAM) screening tools (also available from the NREL website) to estimate annual energy production from the solar electric system. It is important to note that PVWatts and SAM are first-order screening tools that provide estimates of the potential peak output and energy production from a solar electric system at a particular location. The model uses the generalized capacity of the solar electric system and does not take into account design considerations such as the layout of series and parallel array strings. Further refinement of the proposed solar electric system would involve engineering design to size wiring and fuses, and determine the actual strings of modules required to create the proper input voltages and currents to the inverter. The detailed design (which is beyond the scope of the current assessment) would take into account local, state, and federal building and electric codes and would ensure that proper safety protocols are followed for interconnecting with the electric utility grid.

Based on the results of the study, the conceptual PV systems recommended by the Tiger Team could be used to offset between 24% and 88% of the current site load, depending on the type(s) of modules used.

Pearl City Peninsula Site Assessment, Forest City Solar America Showcase, Forest City Military Communities Oahu, Hawaii

In November 2007, the DOE Tiger Team conducted a technical survey that laid out seven different solar deployment options in the Navy and Marine PPV housing areas managed by Forest City Military Communities. Pearl City Peninsula is one of these PPV housing areas and it has the greatest potential (in MW) for solar PV deployment of all the PPV housing areas. According to the survey, there are four distinct solar deployment options on Pearl City Peninsula: ground-mounted PV solar farms (approx. 14 available acres total), rooftop PV on the Community Center (1 total), Residential PV in-fill (total estimated acreage unknown), and rapid PV retro-fit of existing housing units (635 units total).

CH2M HILL performed a site assessment of the Pearl City Peninsula to provide Forest City Military Communities with a solar PV estimate for one of the highest priority PPV housing areas they manage. This project utilized mapping technology and solar modeling software to identify the best suitable locations for the four deployment options. For the rooftop PV components to this study, the SunPower 225 PV module will be used as recommended by the Forest City client.

Prior to this study, the DOE technical survey provided estimates for the Pearl City Community housing area toward the high penetration of PV by Forest City Military Communities. The estimates included the installation of four different PV deployment options with an installed capacity of 4.29 MW of potential. The four options included 2.80 MW of Solar Farms, 0.12 MW

on Residential PV infill, 0.10 MW on the Community Center, and 1.27 MW distributed across the 635 rooftop elements. This study found that the community's 635 housing units offer great potential for installing solar with an estimated 4.6 MW of PV potential.

Experience with Public Agencies

For more than 62 years, CH2M HILL has provided architectural and engineering professional services to public agencies of all sizes, including the County of Santa Clara. Recently we have worked with the County on the Emergency Equipment and Medical Supply Warehouse Conceptual Design (Public Health Department); Pandemic Influenza Care Planning (Public Health Department); Hacienda and Deep Gulch Restoration, Phase 1 (Parks and Recreation Department); and Habitat Conservation Plan (Planning Office) projects.

CH2M HILL is recognized as a premier program management and project delivery organization. In fact, CH2M HILL has been ranked by the *Engineering News Record* as the No. 1 Program Management firm for three consecutive years: 2006, 2007, and 2008. Our firm manages projects around the world, for public and private organizations, across multiple industries, using the most sophisticated program and project management tools and technology available.

Ability to Provide Staffing and Resources

Our proposed team is available to work on this project and is committed to meeting Santa Clara County's proposed 5-week schedule. In addition, should additional resources be needed, our team can reach-back into our 25,000-employee organization and draw on the expertise of technical specialists throughout the United States and the world.

Insurance Requirements

CH2M HILL has insurance that meets or exceeds the County insurance requirements for Commercial General Liability, Automotive Liability, Employer's Liability, and Statutory California's Workers' Compensation. In lieu of Personal Errors and Omissions coverage, CH2M HILL has Professional Errors and Omissions insurance of $1,000,000 for each claim and in the aggregate. Our deductible and self-insured retention limits are explained and shown in Attachment A.

Proposed Pricing

CH2M HILL proposes Time and Materials basis of compensation. The total Time and Materials budget for the scope of work herein is not to exceed $41,537.00. CH2M HILL will notify the County when the Budget has spent to a level of 75%. At the point of notification, CH2M HILL will also provide the County with an estimate to complete (ETC) the work. Should the ETC exceed the currently contracted budget, the County will have the option of funding the difference, or letting the funding be depleted with as much work being completed as possible. In no event will CH2M HILL be obligated to incur costs that exceed the Budget.

Monthly invoices will be issued by CH2M HILL for all Services performed. The County shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on

all past-due amounts. In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. The County will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

Attachment A: Letter Regarding CH2M HILL's Deductible and Self-Insured Retention Limits

CH2M HILL
9191 South Jamaica Street
Englewood, CO 80112-5946
Tel 720-286-1132
Fax 720.286.0805

CH2MHILL

May 4, 2009

Caroline Judy
Manager, Intragovernmental Support Services
Facilities and Fleet Department
County of Santa Clara
2310 N. First Street, 2nd Floor, Suite 200
San Jose, CA 95131-1011

Subject: Proposal for Renewable Power Generation Site Assessment Study, Response to Insurance Provisions - Deductibles and Self-Insured Retention

Dear Ms. Judy:

This letter is in response to a provision in the insurance section of the RFP for the above project. Our project team has asked that I provide information on our deductibles and/or self insured retentions so that you may review and approve them prior to signing the agreement. The attached exhibit shows the deductibles and/or SIR's associated with the coverage's required by the RFP. Any certificates required would include more detailed information on the coverage's, limits, etc. I have just limited the attached exhibit to deductibles/SIR's to streamline the information since this is the part of the contract where we are requesting a change.

With regard to our deductibles/SIR, because of our excellent financial standing and gross revenue size, the insurance industry mandates CH2M HILL share in our risk by maintaining a reasonable SIR/deductible. In an effort to control insurance costs, litigation and claim expenses, CH2M HILL chooses to retain the amounts noted in the attached for any claim activity in the various lines of coverage. Our project team would be happy to provide current financials as evidence of our financial standing and you may also visit our website: www.ch2m.com, "about us tab, about us tab again, employee ownership dropdown, SEC filings," and access the financial statements at the site.

SEA/

If you would like to discuss in further detail or have other questions please do not hesitate to call our local project team or me.

Sincerely,

James Kerns

Jim Kerns, CSP
Risk Manager
CH2M HILL, Inc.
9191 S. Jamaica St.
Englewood, CO 80112-5946

Email: james.kerns@ch2m.com
Direct: 720-286-1132

Cc: David Sweeney, Contracts Manager - Denver CH2M HILL

CH2M HILL
Insurance Deductibles/SIR's
For Proposal for Renewable Power Generation Site Assessment Study
May 4, 2009

Coverage	Deductible/SIR Amount	SIR or Deductible
Commercial General Liability	$500,000	SIR
Auto Liability	$100,000	Deductible
Workers Compensation	$500,000	Deductible
Professional Liability	$500,000	SIR

EXHIBIT B2 REVISED

INSURANCE REQUIREMENTS FOR STANDARD CONTRACTS ABOVE $100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the City of Milpitas (hereinafter "City"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the City. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the City. The Contractor shall reimburse the City for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the City under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the City, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements and/or blanket endorsements executed by the insurance carrier shall accompany the certificate.

This verification of coverage shall be sent to the requesting City department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the City. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-V or better, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the City's Insurance Manager.

C. Notice of Cancellation All coverage as required herein shall not be canceled or changed so as to no longer meet the specified City insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the City or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance -for bodily injury (including death) and property damage which provides limits as follows:

a. Each occurrence -$1,000,000

b. General aggregate -$2,000,000

c. Products/Completed Operations aggregate - $2,000,000

d. Personal Injury -$1,000,000

2. General liability coverage shall include:

a. Premises and Operations

b. Products/Completed

c. Personal Injury liability

d. Severability of interest

3. General liability coverage shall include the following endorsement, (blanket endorsement acceptable) a copy of which shall be provided to the City:

Additional Insured Endorsement, which shall read:

> "City of Milpitas, and members of the City Council, and the officers, agents, and employees of the City, individually and collectively, as additional insureds."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the City, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

b. Employer's Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

E. Special Provisions

The following provisions shall apply to this Agreement:

1 The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the City or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2 The City acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the City upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3 Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

4 The City reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds (Required only if contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish City with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND or 3rd part crime coverage in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the City cited herein. If such bond is canceled or reduced, Contractor will notify City immediately, and City may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of City.

ATTACHMENT C

Scope of Service
Solar sites

This scope of services includes the following sixteen (16) sites to be surveyed.

	Site Name	Site Address	Zip Code	Financing Analysis	Type of Site
1.	Senior Center	40 N. Milpitas Blvd.	95035		Building/Parking
2.	City Library	160 N. Main St	95035		Building/Parking
3.	City Hall	455 E. Calaveras Blvd.	95035		Building/Parking
4.	Public Works/Police Bldg.	1265/1275 Milpitas Blvd.	95035		Building/Parking
5.	Corporate Yard Building	1265 Milpitas Blvd.	95035		Building/Parking
6.	Sports & Teen Center (MSC)	1325 E. Calaveras Blvd	95035		Building/Parking
7.	Fire Station No. 1	777 S. Main St.	95035		Building/Parking
8.	Fire Station No. 2	1263 Yosemite Dr.	95035		Building/Parking
9.	Fire Station No. 3	45 Midwick Dr.	95035		Building/Parking
10.	Fire Station No. 4	775 Barber Lane	95035		Building/Parking
11.	Minnis Water Tank	901-B Downing Rd	95035	Yes	Tank Roof
12.	Main Sewage Pump Station & Corp. Yard	North McCarthy Blvd.	95035	Yes	Parking
13.	Ayer Pump Station & Water Tank (behind MSC)	1422 E. Calaveras Blvd.	95035	Yes	Building/Parking
14.	Sal Cracolice Building	540 S. Able St.	95035		Building/Parking
15.	Community Center	457 E. Calaveras Blvd.	95035		Building/Parking
16.	Gibraltar Pump Station & Water Tanks	641 Gibraltar Ct.	95035	Yes	Building/Tank Roofs

Exhibit D – Limitation of Liability

"To the maximum extent permitted by law, CH2M Hill's liability for the City of Milpitas' damages under the contract will not, in the aggregate, exceed $2,000,000, whether such liability arises out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action."

Jan. 12, 2010

Exhibit A – Critigen Proposal

Christopher Schroeder
Purchasing Agent
City of Milpitas

"In the event of any conflict between this exhibit (Proposal) and the main body of the contract, the main body of the contract shall prevail. The parties acknowledge that this is a "piggyback procurement" contract that has been assigned by agreement and that Critigen, LLC therefore steps into the shoes of CH2M Hill and takes on those rights and obligations that CH2M Hill previously possessed."

Sent by email
to:cschroeder@ci.milpitas.ca.gov

Subject: Proposal for Renewable Power Generation Site Assessment Study

Dear Mr. Schroeder:

Milpitas is seeking a consultant to assess the viability of installing solar power systems on 16 City sites. Within a 12-week timeframe, the consultant will need to perform a study to determine the total solar potential at these locations for rooftop solar, solar hot water, ground mount or parking canopy type solar installations or other renewable energy generation systems.

Critigen is a leader in assessing the potential of solar power at sites around the country. We currently work with the U.S. Department of Energy as the technical integrator for the Solar America Cities Program. In this role, we provide technical, administrative and process expertise to 25 Solar Cities, six Solar Showcases (demonstration facilities) and DOE headquarters in Washington DC. We will bring this experience to bear on the City's Renewable Power Generation Site Assessment Study. In addition, we have an experienced team ready and committed to working with the City to perform this site assessment study within the proposed schedule. Our team members are skilled at performing solar generation site assessments and have recent experience performing similar studies for the San Jose Solar City project and Forest City Solar America Showcase (Hawaii).

We look forward to working with you and assisting you in the development of a Renewable Power Generation Site Assessment Study. If you have questions, or need further information, please feel free to contact our Client Service Manager, Steph Stoppenhagen at 303.319.6916 or sstoppen@critigen.com, or our Project Manager, Ross Berman at 805.405.0387 or Ross.Berman@ch2m.com. This proposal is valid for 30 days from the date of this letter. We appreciate your consideration.

Sincerely,
Critigen

Gregory J. Kirik

Proposed Approach

Task 1 - Solar Analysis

Critigen will employ a three-part approach to study the solar potential for 42 sites that contain 47 buildings (including 16 sites within Milpitas – see attachment)..First, the team will create virtual three-dimensional (3D) environment of the evaluation sites. Next, the team will perform a time series analysis of the sun's patterns with specific attention focused on the shadows cast by the 3D structures and trees. Finally, the team will analyze and summarize the output to provide recommendations about the generation potential of each site. The steps for this Task are outlined below:

3D Data Development

In this first step in the 3D data development, Critigen will obtain LiDAR data from Santa Clara County and orthophotography data of the forty-seven buildings to capture current building and vegetation conditions. We have been advised that these datasets will be provided to Critigen at no cost. For each site, a 3D surface representation of the buildings and vegetation will be created using a combination of the LiDAR and ortho-photography data sources. Tree heights will be multiplied by a factor of 1.25 to account for the impact of tree shading from tree growth through time. These modified tree heights will be incorporated into a digital surface model (DSM) which will be used for the solar radiation analysis. Each pixel in the DSM will be sized based on the point spacing provided on the LiDAR surface.

Solar Radiation Modeling

Critigen will perform solar radiation modeling using the ESRI Solar Analyst extension. The Solar Analyst modeling toolset accounts for atmospheric effects, the latitude and elevation of the study site, the slope and aspect of the modeled objects, daily and seasonal shifts of the sun angle, and effects of shadows cast by surrounding obstructions. Our team will perform the simulation during the hours of 10 am to 5 pm to capture the duration of peak sun hours. The output from this simulation is the average daily hours of sunlight and the total (direct + diffuse) annual solar radiation received over the digital surface model (Exhibit 1). Additionally, we will perform the simulation using the solar position from calendar year 2009 with each time step occurring on the 15th of each month.

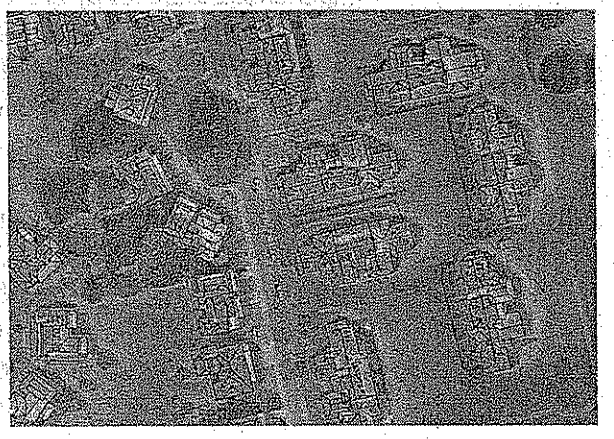

Exhibit 1. Sample Output from a Solar Radiation Modeling Study
Blue depict areas of low solar radiation; yellow depict areas of moderate solar radiation, red depict areas of high solar radiation

PV Site Selection

For all sites Critigen will extract the locations that exceed the average daily peak sun hours for each building and surrounding areas from the simulated solar radiation surface. Our team will remove the location of existing rooftop obstructions including solar hot water heaters and AC units from this surface to provide an estimate of the areas that would be suitable for the installation of a photovoltaic system. From the dataset, we will also extract rooftop areas that are in direct sunlight during the period of 10AM to 4PM during the entire year. We will then identify the "optimal" locations for the installation of PV. Because larger contiguous areas would be more suitable for the installation of PV, our team will retain only areas that exceed 30 square feet in the dataset of "optimal" locations for the installation of PV. For each of the evaluation sites, Critigen will compute the total rooftop area, area suitable that meets these requirements and calculate the PV potential using the ratio of the roof area needed (in square feet) per DC watt at Standard Test Conditions (STC) PV for the SunPower 225 PV module which requires 270 square feet for a 4.5 kW system. Critigen will compute the PV potential and electricity generation for rooftop, ground mount, and canopy mounted systems.

Deliverables

1. For each site, Critigen will create a map of the solar intensity of the parcel boundary including building rooftops, parking lots, and bare ground. This map will highlight the best areas for solar at each of these sites.

2. For each of the buildings, and for parking lots and bare ground of at least 1,000 square feet of suitable solar radiation, Critigen will provide the following;

    a. Total generation potential

    b. Anticipated electrical and/or natural gas savings

    c. Potential CO2 reductions

    d. Maximum recommended installation capacity

    e. Minimum recommended installation capacity

Assumptions

1. The City will provide an as-built of each site. Critigen will use LiDAR data of 1-meter resolution (or better) for all sites within Santa Clara County sites at no cost. In many cases, the buildings on the sites are newer than the LiDAR, therefore, we will require as-builts of all sites.

2. The City will provide ortho-photography for all sites within Santa Clara County at no cost.

3. Suitable solar radiation will be defined as no more than 20% shading between 10AM and 4PM in an average day.

Task 2 – Electrical and Structural Analysis

Critigen will evaluate each of the sites to determine the feasibility of connecting the PV system to the buildings electrical system. This evaluation may eliminate some of the sites from consideration. Critigen will also evaluate each of the sites to determine if building rooftops are structurally adequate to support the load of PV panels or solar hot water systems in accordance with the current building code requirements. This analysis could also identify certain buildings as inadequate and remove them from consideration. Finally Critigen will compare expected system output to actual electricity consumption at the site, if that data is provided by the City, to match loads and system size for electricity generation.

Deliverables

1. The map will be updated to eliminate areas where major issues exist to connect the solar array to the building's electrical system.

2. A recommendation on needed upgrades and the approximate cost for electrical transfer switches and other electrical infrastructure will be provided.

3. The map will be updated to identify buildings that initially appear to be structurally inadequate to support the load of the PV panels or solar hot water system.

4. Each system will be sized to approximately match the load capacity of the building structure.

Assumptions

1. Client will provide complete and reliable electrical, mechanical, architectural and structural drawings for all buildings.

2. Client will provide access to the buildings for electrical and structural inspection if required. At the time of this proposal structural inspections of the buildings are not anticipated.

3. Structural evaluation of the building roof structural capacity will be a high level screening general assessment. It will be based on information shown on existing drawings and appropriate engineering assumptions. The evaluation will be limited to gravity loads only and will not include seismic and wind loads considerations.

4. Client will provide utility load data by month for the last year for each of the buildings.

5. Critigen will reasonably rely upon the accuracy, timeliness, and completeness of the

information provided by Client. Mapping accuracy is based upon this information. Critigen is not responsible for inaccurate Deliverables or Services related to inaccuracies, deficiencies or incompleteness of Drawings.

Task 3 – Financing Options (4 sites only, see Attachment A)

Critigen will evaluate the possible financing options for each site taking into account local, state, and federal rebates and incentives. We will also include an analysis of which sites are best suited for direct purchase, a solar PPA, and a lease to buy option. These findings will be included in the final report. Also current grant opportunities will be presented and evaluated for suitability.

Deliverables

1. Recommended financing option for each site.

Assumptions

1. Client will make available a City finance or accountant as needed to define tax assessor status of each site. It will be important to understand how buildings are classified to determine which rebates and incentives are suitable.

Final Deliverable

All of the data in Tasks 1-2 will be compiled into a draft report. Through the use of one draft review and comment periods, our team will develop a final report. The report will provide a discussion of each site's solar potential and anticipated site-specific challenges. The report will also include recommendations for installation locations and capacities for PV systems.

General Assumptions

1. Upon acceptance of this proposal, both parties agree to come to mutually acceptable contract terms and conditions.

Proposed Pricing

Critigen proposes Time and Materials basis of compensation. The total Time and Materials budget for the scope of work described herein is estimated at **$196,963**. This total includes $9,039 for the Task 3 Financing Options (4 sites) scope of work. Critigen will notify the City when the Budget has spent to a level of 75% of the estimate. At the point of notification, Critigen will also provide the City with an estimate to complete (ETC) the work. Should the ETC exceed the currently contracted budget, the City will have the option of funding the difference, or letting the funding be depleted with as much work being completed as possible. In no event will Critigen be obligated to incur costs that exceed the Budget.

Proposed Pricing by Phase - Total of All Cities

SOLAR ANALYSIS	$39,093
ELECTRICAL & STRUCTURAL ANALYSIS	$148,832
FINANCIAL ANALYSIS	$9,039
TOTAL	$196,963

Proposed Pricing by Phase per Site

SOLAR ANALYSIS	$832.00
ELECTRICAL & STRUCTURAL ANALYSIS	$3,167.00
TOTAL	$3,999.00

Monthly invoices will be issued by Critigen for all Services performed. The City shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts. In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. The City will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

Attachment A: Scope of Service – Solar Sites (Milpitas ONLY – multiple attachments will be added)

This scope of services includes the following sixteen (16) sites to be surveyed.

	Site Name	Site Address	Zip Code	Financing Analysis	Type of Site
1.	Senior Center	40 N. Milpitas Blvd.	95035		Building/Parking
2.	City Library	160 N. Main St	95035		Building/Parking
3.	City Hall	455 E. Calaveras Blvd.	95035		Building/Parking
4.	Public Works/Police Bldg.	1265/1275 Milpitas Blvd.	95035		Building/Parking
5.	Corporate Yard Building	1265 Milpitas Blvd.	95035		Building/Parking
6.	Sports & Teen Center (MSC)	1325 E. Calaveras Blvd	95035		Building/Parking
7.	Fire Station No. 1	777 S. Main St.	95035		Building/Parking
8.	Fire Station No. 2	1263 Yosemite Dr.	95035		Building/Parking
9.	Fire Station No. 3	45 Midwick Dr.	95035		Building/Parking
10.	Fire Station No. 4	775 Barber Lane	95035		Building/Parking
11.	Minnis Water Tank	901 B Downing Rd.	95035	Yes	Tank Roof
12.	Main Sewage Pump Station & Corp. Yard	North McCarthy Blvd.	95035	Yes	Parking
13.	Ayer Pump Station & Water Tank (behind MSC)	1422 E. Calaveras Blvd.	95035	Yes	Building/Parking
14.	Sal Cracolice Building	540 S. Able St.	95035		Building/Parking
15.	Community Center	457 E. Calaveras Blvd.	95035		Building/Parking
16.	Gibraltar Pump Station & Water Tanks	641 Gibraltar Ct.	95035	Yes	Building/Tank Roofs