

**CITY OF MILPITAS
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of _____ (“Effective Date”) by and between the City of Milpitas, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 455 E. Calaveras Boulevard, Milpitas, California 95035 (“City”), and **Ascent Environmental, Inc.**, a corporation with its principal place of business at **1111 Broadway Oakland, CA 94607** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

CITY OF MILPITAS CLIMATE PLAN UPDATE

(hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit A.

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Two Hundred Four Thousand Two Hundred Fifty-Seven Dollars and Zero Cents (\$204,257.00)**. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within thirty (30) days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in

the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the Agreement term and for four (4) years from the date of final payment under the Agreement for inspection by City.

5. Term.

The term of this Agreement shall be from **August 10, 2020** to **December 31, 2021**, unless earlier terminated as provided herein. The City reserves the right to review the Consultant's performance at the end of each year and cancel all or part of the Agreement.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care.

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant.

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all

provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Consultant.

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance.

Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit D (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is One Thousand Dollars and Zero Cents (\$1,000.00) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll

records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. City Material Requirements.

[RESERVED]

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Santa Clara, State of California.

17. Termination or Abandonment.

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of

the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

c. Consultant understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Milpitas City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of Agreement term. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other contracts. City budget decisions are subject to the discretion of the Mayor and City Council. Consultant's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization.

Consultant shall assign **Hanna Kornfeld** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice.

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:	CONSULTANT:
City of Milpitas	Ascent Environmental Inc.
1265 N Milpitas Boulevard	1111 Broadway
Milpitas, California 95035	Oakland, CA 94607
Attn: Tony Ndah, Director of Public Works	Attn: Honey Walters, Principal

and shall be effective upon receipt thereof.

22. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement.

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

26. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

28. Time of Essence.

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests.

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service

with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

31. Wage Theft Prevention.

a. Consultant, and any subconsultant it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code and the Milpitas Minimum Wage Ordinance.

b. BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONSULTANT OR ITS SUBCONSULTANTS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONSULTANT AFFIRMS THAT IT OR ITS SUBCONSULTANT(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONSULTANT OR ITS SUBCONSULTANT(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

c. If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Consultant or a subconsultant it employs to perform work under this Agreement has violated any applicable wage and hour law, or Consultant learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Consultant shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Consultant or its subconsultant(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Consultant or its subconsultant is subject to a payment or other alternative plan, the Consultant or its subconsultant shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

d. For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

e. Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

f. Notice provided to the City shall be addressed to: Attention: Finance Director, 455 E. Calaveras Blvd. Milpitas, CA 95035. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND ASCENT ENVIRONMENTAL, INC.**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF MILPITAS

ASCENT ENVIRONMENTAL, INC.

Approved By:

Steven G. McHarris, City Manager

Signature

Date

Name

Approved As To Form:

Title

Christopher J. Diaz, City Attorney

Date

Approved:

DIR Registration Number (If Applicable)

Walter C. Rossmann, Risk Manager/Director
of Finance

Approved As To Content:

Tony Ndah, Director of Public Works

EXHIBIT A

Scope of Services

Task 1: Planning and Project Management

Kickoff Meeting and Ongoing Project Management

Ascent's project management team (principal-in-charge, project manager, community engagement lead, community action toolkit lead) will hold a kickoff meeting with City staff. Prior to the kickoff meeting, Ascent will conduct a review of the relevant documents listed in the RFP to establish a firm understanding of the project background and progress. This includes the 2013 CAP, key General Plan Update documents, Urban Forest Management Plan, Transit Area Specific Plan, Bikeway Master Plan, Trails Master Plan, Water Master Plan, Sanitary and Storm Sewer Master Plan, Green Infrastructure Master Plan, Parks and Recreation Master Plan, and Housing Element. Ascent will also prepare a kickoff meeting agenda.

During the meeting, Ascent will work with City staff to refine project objectives, prepare a project timeline and milestone schedule, and identify dates for kickoff meetings with the steering committee and the Energy and Environmental Sustainability Commission (EESC). This meeting will also serve to establish the project management procedures, including invoicing terms and communication protocols that are intended to keep all parties appropriately involved and informed. The Ascent project team will work with the City to establish the date for the community workshop. In addition, we propose to use this meeting as a time to identify the documents and data Ascent will collect to establish the setting, GHG inventories (included in Task 2), and existing conditions analysis for the CAP Update. Ascent will prepare summary meeting notes to document key directions and action items.

This task also includes time for conference calls twice per month (up to 24 calls with attendance from Honey and Hannah) for project management or technical items that warrant discussion. These biweekly meetings can be cancelled if they are not needed to keep the project moving and on schedule.

Deliverables

- Kickoff meeting agenda and summary meeting notes (electronic)
- Kickoff meeting with primary team members
- Draft and final project timeline (electronic)

City Responsibilities

- Participate in kickoff meeting
- Provide one set of consolidated, nonconflicting comments on draft project timeline (electronic)

Steering Committee

Kearns & West will gather and lead a steering committee with City staff from Public Works, Engineering, Recreation Services, Planning, and the Office of the City Manager. Kearns & West will serve in a project management role, tracking task assignments, consolidating meeting materials from various steering committee delegates, drafting meeting agendas, and preparing summary notes for each meeting.

Deliverables

- Kickoff meeting with steering committee
- Meeting agendas and summary meeting notes (electronic)
- Twelve conference calls

Community Advisory Groups

Kearns & West will serve in a project management and coordination role, tracking assignments, coordinating communications across committees and subgroups for this task. Kearns & West will coordinate with the City’s EESC because the EESC provides leadership and technical guidance for the CAP Update process. This task will include facilitating EESC involvement via touchpoint meetings every other month and through heightened planning activity clustered around key drafting milestones and community engagement efforts.

Deliverables

- Kickoff meeting with EESC
- Six EESC advisory meetings

Targeted and Leveraged Community Outreach

Input on CAP Update

Kearns & West will manage this task with the goal of soliciting and obtaining community input on long-term goals and near-term actions to be included in the CAP Update. Prior to soliciting community feedback, Kearns & West will review the demographics and community characteristics for the City to understand how best to obtain CAP Update feedback and reach out to community members. This review will utilize the City’s 2017 Community Profile. Based on the needs of the CAP Update and the goals of community engagement, this task includes a two-part public meeting and a multiphase outreach effort. The ultimate characteristics of targeted and leveraged community outreach will be decided in coordination with the EESC. We will also work with regional initiatives such as Silicon Valley Energy Watch, Silicon Valley Clean Energy, Bay Area Regional Energy Network (BayREN), and others to solicit input on the CAP Update.

The first part of the public meeting will be a formal presentation where a steering committee member provides an overview of the CAP Update process and the current state of materials. Following the presentation, the second part of the meeting will be an open house where City staff will be available to discuss breakout topics with community members.

To promote community engagement across a diverse set of stakeholders, this task also includes a multiphase outreach effort. First, we will conduct an audit of stakeholders involved in previous planning efforts to create an initial list of interested parties. After assembling and verifying the initial list of potential invitees, Kearns & West will work with the steering committee and the EESC to identify any absent stakeholders or unrepresented interests. Based on these conversations, Kearns & West will research potential stakeholders or service providers whose constituencies include unrepresented stakeholders. Kearns & West will work with staff to engage with these new or underrepresented stakeholder groups. We also anticipate that workshops can be held in concert with EESC meetings or at community events in the form of a mobile workshop.

Deliverables

- Workshop planning for one traditional community workshop and one mobile workshop/event
- Meeting material development (e.g., posters, handouts)
- Stakeholder identification

City Responsibilities

- Direct noticing for workshops
- Presenting at public meeting

Ongoing Community Engagement and Education

Considering on the outcomes of the community engagements and feedback, Kearns & West will work with the steering committee and staff to develop an effective education approach for each category of stakeholders. Potential tools include FAQ sheets, webinar presentations, geographic visualizations (e.g., NationBuilder), handouts, file sharing platforms, talking points, and strategic messaging. These tools will be available on the community web-based action toolkit discussed under Task 7 to encourage individual action to reduce GHG emissions and help the City meet its identified reduction goals.

Deliverables

- Education toolkit (electronic)

City Responsibilities

- Confirmation of toolkit contents

Task 2: Inventory, Forecast, and Evaluation of 2013 CAP Implementation and Other Measures

Conduct Inventories for 2015, 2017, and 2018

Ascent will prepare GHG inventories for 2015, 2017, and 2018. We will evaluate the GHGs emitted due to activities in the city and will aggregate and report GHG emissions as carbon dioxide equivalents (CO₂e). Emissions for each sector will be quantified using locally specific emission factors such as:

- Mobile source emission factors for Santa Clara County from CARB's EMFAC2017 web database,
- Electricity-related emission factors specific to Pacific Gas & Electric Company and Silicon Valley Clean Energy,
- Energy intensity of Santa Clara Valley Water District and San Francisco Public Utilities Commission for water,
 - Off-road emissions from CARB's OFFROAD model, and
 - Solid waste emissions from CARB's Landfill Emissions Tool.

The GHG emissions inventories will account for GHG emissions resulting from residential and nonresidential energy use, vehicle miles traveled (VMT), off-road equipment, water usage, community-generated wastewater, community-generated solid waste, and City operations. Ascent will present the inventories in a technical memorandum for the City's review and prepare a final version that incorporates City comments. After Technical Memorandum #1 is finalized, Ascent will compile the inventory data into a format that can be provided to the Climate Registry for tracking and future inventory updates.

Deliverables

- Draft and final Technical Memorandum #1 (electronic)
- Excel workbook of inventories for submittal to Climate Registry (electronic)

City Responsibilities

- One set of consolidated, nonconflicting comments on Technical Memorandum #1 in strikethrough/underline (electronic)

Baseline Inventory Update

Ascent will collect the data necessary to conduct an updated baseline inventory for 2005 to use current methodology. We will develop an updated GHG emissions inventory for the City that will follow methods using consistent accounting tools recommended by the State, including ICLEI's U.S. Community Protocol. We can assist the City with setting up a reporting account through the Statewide Energy Efficiency Collaborative's (SEEC) ClearPath California tool, developed by ICLEI.

The previous GHG emissions inventory presented in the 2013 CAP included emissions associated with VTA's light rail service that were included in the city's emissions baseline. Ascent is currently working with VTA on a sustainability plan that quantifies VTA's GHG emissions inventory and provides reduction targets and strategies for reducing VTA's emissions. In light of this effort, we recommend excluding VTA's light rail service emissions from the City's baseline inventory update.

The City's 2013 CAP used Global Warming Potential values from the Intergovernmental Panel on Climate Change (IPCC) 2nd Assessment. We recommend updating these values to the IPCC 4th Assessment to align with the State's GHG emissions inventory and the 2017 Scoping Plan, which is designed to meet the State's 2030 GHG reduction target pursuant to SB 32. This will also align the 2005 baseline with the City's inventories conducted for 2015, 2017, and 2018 as discussed above.

This baseline inventory update will be included in Technical Memorandum #1 with the GHG inventories.

Deliverables

- Included in Technical Memorandum #1 (electronic)

Current Baseline Data

We will develop a list of data needs to collect the most relevant and accurate data for the baseline inventory update. Ascent will work with the City to gather necessary permissions and access activity data from the utilities, including waste, water, electricity, and natural gas. We will also work with MTC to obtain VMT data consistent with the U.S. Community Protocol and SB 375 methodology.

Deliverables

- Data needs list (electronic)

Business-as-Usual Forecast

Ascent will prepare a business-as-usual (BAU) forecast of emissions for the community and City operations by emissions sector for 2030, 2045, and 2050 to tie in with SB 32, EO B-55-18, and EO B-30-15 target years, respectively. The forecast will be conservative, as it will not account for future regulatory changes but will account for anticipated population and employment growth in Milpitas. Projected activity data based on the city's anticipated growth in population and employment can be included in the City's ClearPath California account for monitoring and tracking.

Following the calculation of the BAU forecast, Ascent will calculate an adjusted forecast, which will consider foreseeable regulatory changes at the federal and state levels, including SB X7-7, SB 1425, SB

100, Low Carbon Fuel Standard, Advanced Clean Cars Program, Renewables Portfolio Standard, and California Code of Regulations Title 24, Part 6. Ascent will calculate the impact that these regulations will have on 2030, 2045, and 2050 emission levels and produce a forecast that will provide a well-supported estimation of future emissions growth. Ascent is actively tracking the National Highway Traffic Safety Administration and U.S. Environmental Protection Agency's (EPA) Safer Affordable Fuel-Efficient Vehicles Rule (SAFE Rule) regarding vehicle emission standards for model years 2021 through 2026, as well as the EPA's action to revoke California's preemption waiver that gives the State the ability to set its own vehicle emission standards. Any changes in regulations would be applied to the City's adjusted forecast. Ascent will present these findings in Technical Memorandum #2. A draft will be provided to the City for review, and Ascent will prepare a final version that incorporates City comments.

Deliverables

- Draft and final Technical Memorandum #2 (electronic)

City Responsibilities

- One set of consolidated, nonconflicting comments on Technical Memorandum #2 in strikethrough/underline (electronic)

Evaluate 2013 CAP

Ascent will evaluate the GHG emission reduction measures included in the 2013 CAP. The project team will collaborate with City staff to determine the current level of implementation and effectiveness for each measure and quantify the GHG reduction achieved by each measure that has been implemented. Any measures that have not been fully implemented but are still considered feasible will be carried forward into the CAP Update, as discussed under Task 4. Ascent will discuss modifications needed to use existing measures in the update. This will include gathering necessary activity data and participation rates that have been tracked since the adoption of the 2013 CAP.

Deliverables

- Excel workbook with evaluation of 2013 CAP measures (electronic)

Inventory Tracking and Staff Training

Following adoption of the CAP update, it is essential that City staff understand how to implement and support individual GHG reduction measures to ensure the CAP Update's success. Ascent will develop written guidance and a training video on how to perform a GHG inventory update for City staff upon completion of the CAP Update. This training will ensure that the City has the capacity to continue updating GHG emissions inventories, monitoring progress, and implementing GHG reduction measures. The training will include the process for updating activity data to the City's ClearPath California account and/or other GHG tracking and accounting systems such as the Climate Registry.

Deliverables

- Training for City staff (written and video)

Task 3: Consumption-Based Inventory and Measures

Ascent will prepare a consumption-based inventory and measures to reduce carbon footprints. BAAQMD and the Cool Climate Network at UC Berkeley collaborated to develop a consumption-based inventory of

GHG emissions from each county and city in the Bay Area, including Milpitas. This inventory accounts for a full life-cycle analysis of GHG emissions generated by the production, shipping, use, and disposal of products consumed in each jurisdiction. Ascent will evaluate the methodology and data sources used for this analysis to determine whether an adjustment would be needed to create a more refined consumption-based inventory for Milpitas. The inventory prepared by BAAQMD and the Cool Climate Network used a baseline year of 2011, which does not align with the City's inventory years identified in Task 2. An adjustment can be made based on updated activity data, VMT, and population and employment estimates for 2015, 2017, and 2018.

Ascent will also review other available methodologies such as those provided by ICLEI's U.S. Community Protocol, the Stockholm Environment Institute, and C40 Cities. Based on the findings of the reviews, Ascent will recommend the most appropriate methodology for the City and develop a quantitative consumption-based inventory that aligns with inventory years identified in Task 2. We will then work with the City to develop quantitative reduction measures that can be implemented at the individual and organizational level to reduce life-cycle emissions. These measures will be included in the community action toolkit as described under Task 7. The inventory, quantitative analysis, and measures will be compiled and presented to the City in Technical Memorandum #3. A draft will be provided to the City for review, and Ascent will prepare a final version that incorporates City comments.

Deliverables

- Draft and final Technical Memorandum #3 (electronic)

City Responsibilities

- One set of consolidated, nonconflicting comments on Technical Memorandum #3 in strikethrough/underline (electronic)

Task 4: 2050 Vision, 2030 Objectives, and Near-Term Actions

GHG Reduction Measures

Preliminary GHG Reduction Measures

Ascent will work with the City to develop a preliminary draft of GHG reduction measures using Microsoft Excel that includes both new GHG reduction measures, as well as any 2013 CAP measures that are appropriate to carry forward based on the analysis conducted under Task 2. The purpose of the preliminary draft of GHG reduction measures will be to obtain input and confirm the nature and scope of new measures to be included in the CAP Update. We will work with the City to gather necessary activity data and develop participation rates or performance targets and other parameters that will be required for further analysis. As identified under Task 1, Ascent will review all relevant City

planning documents. We will ensure that the CAP Update measures not only align with the goals and policies of other planning efforts, but that they also align with concurrent plans undergoing updates such as the General Plan, Bikeway Master Plan, Trails Master Plan, and Parks and Recreation Master Plan.

The GHG reduction measures developed during this process will cover the major sectors contributing to GHG emissions (i.e., building energy, on-road transportation, off-road transportation, waste, water, urban forest, and City operations) as identified in the GHG inventories prepared under Task 2. Solid waste emissions generated in the city will be quantified and reduction measures to reduce these emissions will be developed. These reduction measures will be in alignment with State-mandated waste diversion goals such as those identified under SB 1383.

Deliverables

- Preliminary draft list of GHG reduction measures (electronic)

City Responsibilities

- One set of consolidated, nonconflicting comments on draft list of GHG reduction measures in strikethrough/underline (electronic)

Revised GHG Reduction Measures

Following review of the preliminary draft GHG reduction measures, Ascent will revise the list into a set of revised GHG reduction measures that will be more fully developed to include agency implementation costs based on a scale from low to medium to high (e.g., \$, \$\$, \$\$\$). We will also identify the co-benefits of each GHG reduction measure with other City objectives such as achieving resilience, promoting active transportation, improving public health, or promoting economic development. All measures will identify which agencies and departments are responsible for implementation and stakeholders within the community where partnerships can be formed to ensure success.

As part of developing the ultimate list of reduction measures, Ascent will quantify GHG reductions that would be achieved by the proposed measures for the target years of 2030 and 2050. We will also conduct a GHG reduction gap analysis for the revised GHG reduction measures to determine whether the measures will achieve the GHG reduction targets or if more measures are needed. If the gap analysis identifies a discrepancy between GHG reductions and targets, additional measures will be determined. We will document all information, assumptions, and target indicators used to quantify potential emission reductions in a single master dataset for the GHG gap analysis. Ascent will present the gap analysis in Technical Memorandum #4. A draft will be provided to the City for review, and Ascent will prepare a final version that incorporates City comments.

Deliverables

- Revised list of GHG reduction measures (electronic)
- Draft and final Technical Memorandum #4 (electronic)

City Responsibilities

- One set of consolidated, nonconflicting comments on Technical Memorandum #4 in strikethrough/underline (electronic)

2030 Objectives and 2050 Vision

Under SB 32 and EO B-30-15, the State aims to reduce statewide emissions 40 percent below 1990 levels by 2030 and 80 percent below 1990 levels by 2050. Ascent will identify and recommend a 2030 GHG emissions reduction target consistent with guidance issued by CARB for local plan-level analysis in the 2017 Scoping Plan (e.g., 6 metric tons of carbon dioxide equivalent [MTCO₂e] per capita for 2030). As mentioned above, Ascent works closely with CARB on environmental documentation for its regulations. In this capacity, our team is intimately familiar with the data underlying CARB's inventory and targets. The Ascent team can work with the City and CARB to determine and confirm the most robust, applicable approach to a GHG reduction target that complies with the intent of the State's goals.

We are particularly familiar with the California Supreme Court’s decision regarding GHG target setting pursuant to the Newhall Ranch case and will develop a 2030 reduction target that is mindful of the Court’s guidance, ensuring that targets will be set using substantial evidence, providing the City with legal defensibility for its CAP Update.

Ascent will also develop long-term goals for the CAP Update. We will develop a GHG emissions reduction target that aims for carbon neutrality by 2045 or sooner. The target will include carbon sequestration to support carbon neutrality goals, as identified in EO B-55-18. This Executive Order states that “the achievement of carbon neutrality will require both significant reductions in carbon pollution and removal of carbon dioxide from the atmosphere, including sequestration in forests, soils, and other natural landscapes.” Because the concept of carbon neutrality is not explicitly defined in EO B-55-18 or the 2017 Scoping Plan, we will develop a functional definition of carbon neutrality using published scientific literature from the IPCC. Additionally, we will develop a 2050 GHG reduction target that aligns with EO B-30-15, which aims to reduce statewide emissions 80 percent below 1990 levels by 2050.

Ascent will present the 2030, 2050, and carbon neutrality goals in Technical Memorandum #4.

Deliverables

- Included in Technical Memorandum #4 (electronic)

Task 5: Community Resiliency and Preparedness Plan

Ascent will prepare a Community Resiliency and Preparedness Plan (Resiliency Plan) that assesses the City’s vulnerability to climate change, takes advantage of existing regional adaptation resources and community-specific studies, and provides effective and specific adaptation strategies and actions to mitigate these climate risks. This will help the City understand and address future risks to infrastructure, public health, natural systems, regional transportation networks, and other sectors as the impacts of climate change become more severe.

The California Governor’s Office of Emergency Services is currently in the process of updating the *California Adaptation Planning Guide* (APG), which has been widely used by communities throughout the state and reflects the latest best practices in adaptation planning. Ascent will develop the Resiliency Plan in accordance with the updated APG, which is anticipated to be finalized in April 2020. The four phases of the updated APG Adaptation Planning Process will outline the approach for the City’s Resiliency Plan:

- Phase 1. Explore, Define, and Initiate:** Identify potential climate change effects as well as important physical, social, and natural assets in the community. This phase will draw upon the findings and inventory of community assets developed during the community outreach workshop as specified in Task 1.
- Phase 2. Assess Vulnerability:** This phase will focus on the vulnerability of critical infrastructure, services, and the city’s diverse population to the effects of climate change. Key climate change exposures that will be addressed include drought, warmer temperatures, increased frequency and duration of heat waves, wildfires, reduced air quality, and sea level rise/storm surges and flooding. This phase will also include an analysis of the city’s adaptive capacity to moderate the potential damages or take advantage of the opportunities from climate change. Ascent will use the most recent version of the online Cal-Adapt tool to gather and synthesize downscaled climate change data and summarize outputs both in tabular and

graphic format. These characterizations of climate change effects and exposure will be compared to known local hazards and findings from regional adaptation resources such as:

- Santa Clara Operational Area Hazard Mitigation Plan, Volume 2: Planning Partner Annexes
 - City of Milpitas General Plan Update and EIR and associated technical studies
 - Silicon Valley 2.0 Climate Adaptation Guidebook and Climate Change Preparedness Decision Support Tool
 - Adapting to Rising Tides Maps and Data
 - The San Francisco Estuary Institute’s San Francisco Bay Shoreline Adaptation Atlas
- **Phase 3. Define Adaptation Framework and Strategies:** This phase will focus on developing adaptation strategies and measures based on the results of the vulnerability assessment. Adaptation strategies and measures could include programmatic measures that seek to create new initiatives, new policies and regulations, capital improvement/infrastructure projects, educational campaigns, or evaluation measures to provide data and feedback. Ascent will use the best available data, guidance, and tools to address any gaps that have not yet been identified through previous efforts in the region. Examples of guidance and tools include the APG, *California’s Fourth Climate Change Assessment*, the California Environmental Protection Agency’s *Preparing California for Extreme Heat: Guidelines and Recommendations*, the California Department of Public Health’s *Integrating Public Health in Climate Action Planning*, and the regional adaptation resources previously listed.
- **Phase 4. Implement, Monitor, Evaluate, and Adjust:** The final phase of the APG process focuses on implementation and is not included in this scope of work.

Ascent will submit a draft and final Resiliency Plan for City review that will be presented in Technical Memorandum #5. Technical Memorandum #5 will include the quantitative and qualitative assessment of risks and the vulnerability analysis. After it is finalized, the Resiliency Plan will be incorporated into the CAP Update as a chapter dedicated to addressing the topic of resilience and will include an introduction that explains the concept of resiliency and its relationship to adaptation and vulnerability. This chapter will summarize the major findings of the Resiliency Plan and present the adaptation strategies and measures.

Deliverables

- Draft and final Technical Memorandum #5 (electronic)

City Responsibilities

One set of consolidated, nonconflicting comments on Technical Memorandum #5 in strikethrough/underline (electronic)

Task 6: Projects and Pilots — Shovel-Ready and Fundable

Based on community input collected from Task 1 and finalized GHG reduction measures developed under Task 4, Ascent will work with the City to create a short list of near-term projects that would achieve GHG emissions reductions and could be funded through local grant programs and partnerships. The types of projects that could be determined include but are not limited to ordinance development, retrofit programs, and technology demonstrations. Each project or program would be analyzed for its GHG reduction potential, co-benefits, and potential funding sources (e.g., incentives from BAAQMD and BayREN, partnerships through Prospect Silicon Valley). Ascent will present these projects in

Technical Memorandum #6. A draft will be provided to the City for review, and Ascent will prepare a final version that incorporates City comments.

Deliverables

- Draft and final Technical Memorandum #6 (electronic)

City Responsibilities

- One set of consolidated, nonconflicting comments on Technical Memorandum #6 in strikethrough/underline (electronic)

Task 7: Community Action Toolkit

A community action toolkit for the CAP Update will be developed and hosted by KLA. This firm specializes in creating intuitive, web-based tools for climate action and adaptation plans. Using high-resolution images, graphics, and a storytelling format, the toolkit is designed to translate data on GHG emissions, reduction targets, energy consumption, VMT, and other indicators to help community members better understand the data in a meaningful way. These tools will make it easier for the public to track progress toward goals, make personal connections to their role in this data, and be inspired to take action to support the City’s efforts moving forward.

Additionally, KLA can develop educational videos made up of compilations of existing images or footage with text and graphics overlaid, if requested by the City. Alternatively, KLA’s camera crew can come to the community and collect new footage and conduct interviews. Beyond entertainment, studies show that viewers are 95 percent more likely to remember a call to action when it comes through a video versus text format. Video has proven itself as a valuable tool to educating and engaging the public, which is a critical component for a call to action to create a more sustainable community. The toolkit sets the context for why a CAP Update is needed, clearly explains steps that will be taken to achieve goals, and tracks progress toward achieving these goals in the years following CAP Update adoption.

The scope includes setting up a customized toolkit and an additional year of hosting and technical support from KLA. Content for the toolkit will be provided by Ascent and Kearns & West, with input from City staff. KLA will work with the City’s information technology staff to integrate the toolkit into a preferred page on the City’s website, if desired. We will coordinate with the City to update the webpage with accurate and timely information to notify community members of important plan information and opportunities to provide input throughout the CAP Update development process.

Community members will be able to access CAP Update information and provide their contact information to receive electronic updates related to the CAP Update.

Deliverables

- Draft and final content for community action toolkit (electronic)
- Community action toolkit for integration into City’s website (electronic)

City Responsibilities

- One set of consolidated, nonconflicting comments on draft toolkit content in strikethrough/underline (electronic)
- Coordination with City’s information technology staff to integrate toolkit into preferred webpage (if desired)

Task 8: Monitoring, Evaluation, and Reporting

Monitoring and Evaluation System

From the beginning of the CAP Update development, we will focus on a data-driven process with a product that facilitates implementation tracking. KLA will start identifying metrics and collecting data with support from Ascent during Tasks 2, 3, and 4. This will aid in the development of goals and metrics that can be used by the community to track progress on implementation of the CAP Update online through the community action toolkit (refer to Task 7). As the CAP Update development process progresses, emissions forecasts, GHG reduction measures, and their indicators will be added to the web-based toolkit to allow the community to engage with the CAP Update. This will also provide an easily understood and graphically pleasing way to view the City's progress toward the GHG reduction targets and goals identified in Task 4, as well as implementation of the various actions.

Annual Reporting Template

Monitoring and reporting are critical components of the climate action planning process. Performing monitoring on a regular basis and reporting the results in a clear manner will allow the City to evaluate progress toward achieving its reduction targets, revise and update reduction measures based on past performance, and regularly reassess emission projections. Ascent will prepare a CAP Update reporting template that will be designed to present information in a concise, graphically interesting format that is easily digested by elected officials and members of the public. The template will include a summary of the monitoring tools/metrics and key considerations in the monitoring of CAP data. These summaries will be formatted to be compatible with the City's community action toolkit developed under Task 7

Deliverables

- Reporting template (electronic)

Task 9: Staffing Analysis

Ascent will conduct an analysis of the staffing needed for each of the GHG reduction and adaptation measures. Staffing will be measured in full-time equivalents. This analysis will be presented in Technical Memorandum #4.

Deliverables

- Included in Technical Memorandum #4 (electronic)

Task 10: CEQA Compliance

The CAP Update will include the preparation of a CEQA environmental document (assumed to be a Negative Declaration [ND]) to provide future project streamlining, as specified in the RFP. Prior to preparation of the ND, Ascent will prepare an Environmental Checklist for the CAP Update to identify whether it may result in any potentially significant impacts using State CEQA Guidelines Appendix G. The Environmental Checklist will provide the substantial evidence needed to support impact determinations. It is assumed that there will not be additional emissions modeling needed to complete the Environmental Checklist. Should there be a GHG reduction measure (as part of Task 4) that requires the development of a carbon offset program, it is not assumed that a ND would provide the CEQA coverage needed and an EIR may be required, which is not assumed under this scope of work and budget. It may be possible to evaluate the CAP Update's environmental impact by tiering from the General Plan Update EIR, which is anticipated to be released this spring.

Deliverables

- Draft and final checklist and ND (electronic)

City Responsibilities

- One set of consolidated, nonconflicting comments on the draft checklist and ND in strikethrough/underline (electronic)

Task 11: Draft and Final Climate Action Plan Update

Ascent will prepare an administrative draft CAP Update for review by City staff, the EESC, and other community members identified by the City. This will include integration of the technical memoranda prepared under Tasks 2 through 5 into the CAP Update document. The CAP Update will be presented to provide for CEQA streamlining. The main considerations for streamlining under State CEQA Guidelines Section 15183.5 include quantified GHG reduction measures that close the gap between the legislatively adjusted BAU forecast and GHG reduction targets, a clear schedule for implementation, criteria by which to evaluate project-level consistency with the CAP Update, and the inclusion of a plan to monitor performance and adjust as regular intervals, as necessary.

The CAP Update will be presented in a clear, concise, and easy-to-read format. It will include a straightforward writing style accompanied by charts and graphs that translate complex topics into comprehensible narratives for consumption by the general public. The goal will be to make the main part of the document accessible to all interested parties and place technical information and analyses into the appendix of the CAP Update. Ascent will prepare an administrative draft and screencheck draft of the CAP Update prior to preparing the public review draft. After public review, Ascent will incorporate comments and feedback from the public to prepare a final CAP Update document for adoption by the City Council.

Ascent will also prepare a draft staff report for the City to present to the City Council on the CAP Update. This will include talking points/facilitation guidelines to ensure City staff are consistent in their messaging, as well as overviews of the methodologies and processes used to develop the CAP Update and community engagement efforts.

Deliverables

- Administrative draft and screencheck draft CAP Update (electronic)
- Public review draft CAP Update (electronic)
- Responses to public comments as needed (electronic)
- Final CAP Update (electronic)
- Draft staff report on CAP Update (electronic)

City Responsibilities

- One set of consolidated, nonconflicting comments on the administrative and screencheck drafts CAP Update in strikethrough/underline (electronic)
- Tracking and organizing public comments to provide them to Ascent
- One set of consolidated, nonconflicting comments on the final CAP Update in strikethrough/underline (electronic)

Task 12: CAP Update Consistency Checklist

Ascent will prepare a CAP Update Consistency Review Checklist to assist project applicants in determining whether a project is consistent with the CAP Update. The purpose of the checklist will be to provide a streamlined review process for proposed development projects that are subject to discretionary review and trigger environmental review pursuant to CEQA. Projects that demonstrate consistency with the CAP Update and General Plan Update may be able to conclude no additional significant environmental effects in their CEQA review. Projects that do not demonstrate consistency may, at the City's discretion, include a more comprehensive project-specific analysis of GHG emissions consistent with CEQA requirements.

This task will be integrated with the development of the CAP Update, with the draft checklist produced once the CAP Update measures are finalized. Ascent will work with the City to identify appropriate metrics to allow projects to determine consistency with the CAP Update. The goal of this task is to allow projects that are consistent with the CAP Update to proceed without requiring separate project-level analysis. The checklist will include instructions on its application to individual projects. Ascent can train City staff on using the checklist and assist in initiating the implementation process.

Deliverables

- Draft and final CAP Update Consistency Review Checklist (electronic)
- Training for City staff (video)

City Responsibilities

- One set of consolidated, nonconflicting comments on Consistency Review Checklist in strikethrough/underline (electronic)

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials Agreement.

[CONTINUES ON FOLLOWING PAGE]

MIRITAS CLIMATE ACTION PLAN UPDATE

7/22/2020

Task	Price	Hours	hourly rate:	PIIC	PM	CEQA Lead	S. GHG Specialist	Transportation Specialist	Energy/ Specialist	GHG/ Adaptation Specialist	CEQA Specialist	Graphics	WP
Task 1: PLANNING AND PROJECT MANAGEMENT													
Subtotal, Task 1	\$ 8,080	50		\$260	\$155	\$245	\$150	\$145	\$145	\$140	\$145	\$100	\$95
4	40	0	0	0	0	0	0	0	0	6	0	0	0

Task	Price	Hours	hourly rate:	PIIC	PM	CEQA Lead	S. GHG Specialist	Transportation Specialist	Energy/ Specialist	GHG/ Adaptation Specialist	CEQA Specialist	Graphics	WP
Task 2: INVENTORY, FORECAST AND EVALUATION OF 2013 CAP AND OTHER MEASURES													
Subtotal, Task 2	\$ 25,820	178											
2	40	0	0	0	0	0	0	0	0	100	0	0	4
2	40	0	0	0	0	0	0	8	8	100	0	0	4

Task	Price	Hours	hourly rate:	PIIC	PM	CEQA Lead	S. GHG Specialist	Transportation Specialist	Energy/ Specialist	GHG/ Adaptation Specialist	CEQA Specialist	Graphics	WP
Task 3: CONSUMPTION-BASED INVENTORY AND MEASURES													
Subtotal, Task 3	\$ 14,625	101											
2	25	0	0	0	0	0	0	0	10	40	0	4	4
2	25	0	0	0	0	0	0	0	10	40	0	4	4

Task	Price	Hours	hourly rate:	PIIC	PM	CEQA Lead	S. GHG Specialist	Transportation Specialist	Energy/ Specialist	GHG/ Adaptation Specialist	CEQA Specialist	Graphics	WP
Task 4: 2050 VISION, 2030 OBJECTIVES AND NEAR-TERM ACTIONS													
Subtotal, Task 4	\$ 10,310	70											
2	20	0	0	0	0	0	0	0	0	40	0	0	2
2	20	0	0	0	0	0	0	0	0	40	0	0	2

Task	Price	Hours	hourly rate:	PIIC	PM	CEQA Lead	S. GHG Specialist	Transportation Specialist	Energy/ Specialist	GHG/ Adaptation Specialist	CEQA Specialist	Graphics	WP
Task 5: COMMUNITY RESILIENCY AND PREPAREDNESS PLAN													
Subtotal, Task 5	\$ 30,300	214											
2	40	0	0	0	0	0	0	0	0	160	0	8	4
2	40	0	0	0	0	0	0	0	0	160	0	8	4

Task	Price	Hours	hourly rate:	PIIC	PM	CEQA Lead	S. GHG Specialist	Transportation Specialist	Energy/ Specialist	GHG/ Adaptation Specialist	CEQA Specialist	Graphics	WP
Task 6: PROJECTS AND PILOTS													
Subtotal, Task 6	\$ 16,470	113											
1	16	0	0	0	0	0	0	0	12	40	0	2	2
1	16	0	0	0	0	0	0	0	12	40	0	2	2

Task	Price	Hours	hourly rate:	PIIC	PM	CEQA Lead	S. GHG Specialist	Transportation Specialist	Energy/ Specialist	GHG/ Adaptation Specialist	CEQA Specialist	Graphics	WP
Task 7: COMMUNITY ACTION TOOLKIT													

Subconsultants		
Kearns & West (Outreach)	\$	49,862
KLA (Community Dashboard)	\$	32,988
Administrative Cost (5%)	\$	14,500
	\$	2,374

TOTAL PRICE	\$	204,257
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EXHIBIT C
Activity Schedule

WORK PRODUCT/MILESTONE	ESTIMATED DUE DATE
Project Initiation, Kickoff Meeting with Primary Team Members, Project Timeline	August 2020
Steering Committee Kickoff Meeting, Environmental and Energy Sustainability Commission Kickoff Meeting	September 2020
Technical Memorandum #1 (Complete Inventories for 2015, 2017, 2018; Update Baseline Inventory)	September 2020 – November 2020
Technical Memorandum #2 (Business-as-Usual Forecast)	November 2020 – January 2021
Technical Memorandum #3 (Consumption-based Inventory and Measures)	December 2020 – February 2021
Proposed List of Plan Measures	February 2021
Technical Memorandum #4 (Analysis of Plan Measures)	February 2021 – March 2021
Revised List of Plan Measures	March 2021
Technical Memorandum #5	February 2020 – March 2021
Steering Committee Meetings (12)	June 2020 – March 2021
EESC Advisory Meetings (6)	September 2020 – June 2021
Community Workshop	November 2020
Education Toolkit	November 2020 – June 2021
Community Action Toolkit	April 2021 – ongoing
Technical Memorandum #6	May 2021
Draft CAP	June 2021
CEQA Compliance and Draft Staff Report	June 2021
CAP Consistency Checklist (Optional)	June 2021
Final CAP	August 2021
Presentation to City Council	September 2021
Staff Training	October 2021

EXHIBIT D

INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an “X” indicated in the space before the requirement apply to Contractor’s or Consultant’s Agreement.**

Contractor or Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor or Consultant, its agents, representatives, employees or subcontractors.

Contractor or Consultant shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor or Consultant shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor’s or Consultant’s insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

Coverage at least as broad as Insurance Services Office (“ISO”) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$5,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor or Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000.00 combined single limit for bodily injury and property damage.

Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

___ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor or Consultant, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

X Insurance appropriate to the Contractor or Consultant's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

___ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

___ Insurance appropriate to the Contractor or Consultant's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000.00 per accident for bodily injury or disease. *(Not required if Contractor or Consultant provides written verification it has no employees)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Builder's Risk (Course of Construction):

___ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

Contractor's or Consultant's Pollution Legal Liability:

___ Contractor's or Consultant's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

If the Contractor or Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor or Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Cyber Liability Insurance

___ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor or Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion

of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

Surety Bonds:

Contractor shall provide the following Surety Bonds:

- Bid Bond
- Performance Bond
- Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

X Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)

Contractor or Consultant may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

X Waiver of Subrogation:

Contractor or Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor or Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Contractor or Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor or Consultant, its employees, agents and subcontractors.

— **Completed Operations**

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

Deductibles and Self-Insured Retentions ("SIR"):

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor or Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies: (note - should be applicable only to professional liability, see below)

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor or

Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor’s Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor’s Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Subcontractors:

Contractor or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor’s work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

Verification of Coverage:

Contractor or Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor or Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances.

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

Each insurance policy required above shall contain or be endorsed to contain that the Contractor’s or Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.