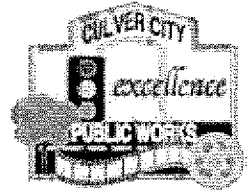


MEETING DATE: 10/25/10

AGENDA ITEM: Authorization to Solicit Proposals for Management of a Lighting Upgrade Project that will be Administered Under the Department of Energy's Energy Efficiency & Conservation Block Grant.

ATTACHMENTS

	<u>Pages</u>
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REQUEST FOR PROPOSALS

ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT MANAGEMENT

SUBMITTAL DEADLINE: November 30, 2010 @ 12:00 PM

GENERAL INFORMATION

Project Summary & Scope of Work

The City of Culver City is soliciting proposals from qualified Energy Services Companies (ESC) with various staff levels and abilities for energy conservation and related projects to provide design services and project management for an energy efficient lighting upgrade project at City-owned parking structures, as well as, performing all applicable reporting requirements as directed by the Department of Energy's (DOE) Energy Efficiency and Conservation Block Grant (EECBG) under the American Reinvestment and Recovery Act (ARRA). The City of Culver City has been awarded a specified amount through the EECBG. Part of this funding will be utilized for the design, project management and reporting services provided by the ESC while the remaining funding will be utilized for the implementation of the designed upgrade project.

Work Summary

1. The selected ESC will prepare design and technical specifications for energy efficient lighting upgrades at two City-owned parking structures by replacing the existing metal halide, high pressure sodium and fluorescent lighting with Light Emitting Diodes (LED) and induction lighting units. Subsequent to preparing these specifications, the ESC will assist City Staff in securing a potential contractor to perform said work. This will include but is not limited to assisting Staff to solicit proposals from various contractors, conducting pre-proposal meetings, evaluating proposals, and making a sound recommendation on selecting a qualified contractor. Please note, the selected ESC will not be allowed to submit a proposal for the actual retrofit project.
2. The selected ESC shall provide project management services for the efficient lighting upgrade project. This will include working directly with the selected contractor and providing regular updates to the City's designated project manager, assisting with the resolution of technical issues, ensuring work is completed within the City's standards and scope of work, and ensuring end product is functional without errors.
3. The selected ESC shall perform all reporting requirements as required under all ARRA, DOE and EECBG guidelines that pertain to this project. The ESC will be the City's point of contact when working with these regulatory agencies.

CAPABILITIES

The City seeks an ESC with demonstrated capabilities to provide consultation and/or construction services related to one or more of the following energy-related activities: analyze current or proposed energy systems, offer recommendations to reduce energy consumption and save costs, provide the services necessary to finance and implement cost-effective energy efficiency systems to meet the City's energy needs, provide the services to prepare technical specifications for a lighting upgrade project, provide project management services, and perform all necessary reporting requirements to applicable regulatory agencies.

TERMS AND PRICING

For the purposes of this Request for Proposal (RFP), qualified ESCs will submit a proposal outlining the requirements as stated above and provide a total cost to provide the services as outlined in the "Work Summary" section. Please include a line item cost for each of the three items under the "Work Summary" section. The selected ESC will prepare a scope of work for the efficiency lighting upgrade project that is within the budget of remaining EECBG funding.

PROPOSAL SUBMITTAL TIMELINE

The *tentative* schedule for the project is as follows:

RFP released to potential consultants	October 26, 2010
Last day to submit questions	November 15, 2010
Due date for proposal submittal	November 30, 2010 @ 12:00 PM
City Council approval	TBD

Responses to RFP questions will be emailed immediately following the deadline for questions only to RFP holders who have provided an email contact.

Proposals will not be accepted after the proposal due date and time stated above. Incomplete proposals that do not conform to the requirements specified herein may not be considered. Proposals shall be submitted in one (1) original and one (1) copy to the contact person below:

Eric Mirzaian
Sr. Management Analyst
Public Works Department
9505 W. Jefferson Blvd
Culver City, CA 90232
Tel: (310) 253-6410
Fax: (310) 253-6430
eric.mirzaian@culvercity.org

ESC RESPONSIBILITIES

1. Perform design work to upgrade current high pressure sodium and fluorescent lighting at two City-owned parking structures to induction lighting.
2. Ensure that final plans and specifications are reviewed and approved by appropriate City staff and that all applicable permits are secured.
3. Assist City Staff to secure a qualified contractor to perform work outlined in Notice Inviting Bids that will be prepared by selected ESC by coordinating pre-bid meetings, addressing all questions by potential bidders and evaluating received bids.
4. Provide project management services during the project phase and ensuring work is completed within established parameters.
5. Performing all applicable reporting as required under ARRA, DOE and EECBG guidelines.

PROJECT LOCATIONS

The two City-owned parking structures are located at 9770 Culver Boulevard (City Hall) and 3846 Cardiff Avenue (Cardiff) and the lighting schedule for each facility is as follows:

	High Pressure Sodium	Fluorescent	Metal Halide
City Hall	162 lamps; 162 fixtures	240 lamps; 178 fixtures	0 lamps; 0 fixtures
Cardiff	6 lamps; 6 fixtures	796 lamps; 303 fixtures	40 lamps; 37 fixtures

PROPOSAL REQUIREMENT & FORMAT

1. Company Profile: Identify the legal name, address, telephone and fax number of your firm.
2. Qualifications: At a minimum, eligible proposers will have qualifications in the following capabilities:
 - Implementation of comprehensive energy conservation measures on California public works projects such as city-owned facilities.
 - Experience in procuring utility company incentives.
 - Experience with different financing methods.
 - Design services and project management for energy efficiency upgrades; especially in the area of lighting technology.
 - Ability to provide a team of California licensed electrical, structural and civil engineers as may be necessary.
3. Scope of Services: Describe the recommended scope of service to be performed by your firm that clearly displays an understanding of the project as described in the "Work Summary" section of this RFP. Additionally, specific items that will not be maintained by proposers shall be clearly indicated in the proposal.
4. References: Provide five (5) references the City may contact concerning your performance on other similar lighting upgrade projects, preferably in the Southern California area.
5. Claim History: Provide information on any legal judgments or claim settlements your firm and any individual has had in the past five years against any public or private entity for whom it provides service, with an explanation of their disposition.
6. Schedule of Fees: Cost proposal to perform each task identified under the "Work Summary" section of this RFP.

Any changes in the scope of work resulting in a contract increase or decrease in fee shall be approved by the Public Works Director in writing prior to commencement of actual change in work. No fee adjustment will be allowed unless said prior approval is authorized exclusively in writing by the City.

7. Proof of the Following Insurance Coverage:

See Exhibit-A: Standard Form Contract

See Exhibit B: Insurance Requirements

EXHIBIT A

CITY OF CULVER CITY

STANDARD FORM CONTRACT

WITH: _____

FOR: _____

THIS AGREEMENT is made and entered into by and between THE CITY OF CULVER CITY, a municipal corporation, hereinafter referred to as "City," and _____, hereinafter referred to as "Consultant."

1. CONSULTANT'S SERVICES. Consultant agrees to perform, during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A."
2. TERM OF AGREEMENT. The term of this Agreement shall be from the effective date pursuant to Paragraph 27 of this Agreement and shall end upon **(DATE CERTAIN OR SATISFACTORY COMPLETION OF THE WORK, AS REASONABLY DETERMINED BY CITY'S _____.)**
3. PAYMENT FOR SERVICES. City shall pay for the services performed by Consultant pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B." The compensation shall be paid at the time and manner set forth in said Exhibit "B."
4. TIME FOR PERFORMANCE. Consultant shall not perform any work under this Agreement until (a) Consultant furnishes proof of insurance as required under Paragraph 7 of this Agreement; and, (b) City gives Consultant a written and signed Notice to Proceed.
5. DESIGNATED REPRESENTATIVE(S). _____ shall be the designated Consultant Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. Consultant Representative shall actually perform, or provide immediate supervision of Consultant's performance of, the Scope of Service.
6. HOLD HARMLESS. To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend (at CONTRACTOR's sole expense, with legal counsel approved by CITY) and hold harmless the City of Culver City, members of its

City Council, its boards and commissions, officers, agents, and employees (hereinafter, "INDEMNITEES"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees and judgments arising from or in any manner connected to CONTRACTOR's or its employees or agent's wrongful or negligent acts, errors or omissions related to this Agreement. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

CONTRACTOR agrees that this obligation to indemnify, defend and hold harmless extends to liability and/or claims arising from INDEMNITEES' active or passive negligence.

Notwithstanding the foregoing, nothing herein shall be construed to require CONTRACTOR to indemnify an INDEMNITEE from any claim arising from the sole negligence or willful misconduct of that INDEMNITEE.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by CITY to CONTRACTOR of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of CONTRACTOR, CITY or any INDEMNITEE.

7. INSURANCE. Without limiting its obligations pursuant to Section 6 of this Agreement, Contractor shall produce and maintain, at Contractor's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit "C".
8. INDEPENDENT CONSULTANT STATUS. City and Consultant agree that Consultant, in performing the services herein specified, shall act as an independent Consultant and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar service to be performed for other employers while under contract with City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus, worker's compensation or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties therefor which may become due as a result of services performed hereunder.
9. NON-APPROPRIATION OF FUNDS. Payment due and payable to Consultant for current services is within the current budget and within an available, unexhausted and unencumbered appropriation of City. In the event City has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

10. ASSIGNMENT. This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City shall be prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.
11. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
12. OWNERSHIP OF CONSULTANT'S WORK PRODUCT. City shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other materials gathered or prepared by Consultant in performance of this Agreement, or at any earlier or later time when the same may be requested by City. Such work product shall be transmitted to City within ten (10) days after a written request therefor. Consultant may retain copies of such products. All written documents shall be provided to City in digital and in hard copy form.
13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notice sent by mail shall be addressed as follows:

To City: City of Culver City
 Attention: _____
 9770 Culver Boulevard
 Culver City, CA 90232-0507

To Consultant: _____

14. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.
15. PERMITS AND LICENSES. Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement including, but not limited to, a Culver City business tax certificate.

16. APPLICABLE LAWS, CODES AND REGULATIONS. Consultant shall perform all work in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over such work. Consultant agrees to comply with prevailing wage requirements as specified in the California Labor Code, Sections 1770, et seq.
17. PURCHASES OF SUPPLIES AND MATERIALS WITHIN CULVER CITY. For work performed, Consultant agrees to seek bids for supplies and materials from businesses located within the City of Culver City, with the intent to make purchases from these businesses if such purchases can be made at competitive prices.
18. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the services provided hereunder.
19. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.
20. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
21. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.
22. RIGHT TO TERMINATE. City may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty-days' (30-days') written notice.
23. EFFECT OF TERMINATION. Upon termination as stated in Paragraph 22 of this Agreement, City shall be liable to Consultant only for work satisfactorily performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant shall be entitled to payment for work satisfactorily completed to date, based on a proration of the monthly fees set forth in Exhibit "B" attached hereto. Such payment will be subject to City's receipt of a close-out billing.
24. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, then venue shall be in the Superior Court of Los Angeles County.

25. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
26. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between City and Consultant regarding the subject matter hereof, and all preliminary negotiations and agreements are deemed a part of this Agreement. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.
27. EFFECTIVE DATE. The effective date of this Agreement is the date it is signed on behalf of City, and shall remain in full force and effect until amended or terminated; provided, that the indemnification and hold harmless provisions shall survive the termination.

NAME OF CONSULTANT, TYPE

Dated: _____

By _____

Its _____

Dated: _____

By _____

Its _____

CITY OF CULVER CITY, CALIFORNIA

Dated: _____

By _____

John Nachbar
City Manager

APPROVED AS TO CONTENT:

APPROVED AS TO FORM

Charles D. Herbertson
Public Works Director

Carol A. Schwab
City Attorney

APPROVED AS TO FINANCING:

APPROVED AS TO BUSINESS
TAX CERTIFICATE:

Jeff Muir
Chief Financial Officer

Treasury Division

EXHIBIT B

CITY OF CULVER CITY AGREEMENT

WITH: _____

FOR: _____

INSURANCE REQUIREMENTS

A. Policy Requirements.

Consultant shall submit duly executed certificates of insurance for the following:

1. An occurrence based Comprehensive General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of One Million Dollars (\$1,000,000) each occurrence, with not less than Two Million Dollars (\$2,000,000) in annual aggregate coverage.

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall not be excess or contributing with respect to City's self-insurance or any pooled risk arrangements;
- b. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law. Consultant's obligation to indemnify the Indemnitees as required under Paragraph 6 of this agreement;
- d. The Policy shall not exclude coverage for Completed Operations Hazards or Athletic or Sports Participants; and
- e. The City of Culver City, members of its City Council, its boards and commissions, officers, agents, and employees will be named as an additional insured in an endorsement to the policy, which shall be provided to the City and approved by the City Attorney.

2. Business Automobile Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000), providing coverage for use of mobile equipment (i.e. heavy mobile equipment or vehicles primarily for use in an off-road environment), to the extent that (1) such mobile equipment will be used within the City limits or on City business, and (2) coverage for mobile equipment is not otherwise covered by the CGL policy listed in subparagraph (a), above.

3. Professional/Negligent Acts, Errors and Omissions Insurance in the minimum amount of One Million Dollars (\$1,000,000) per claim, and shall include coverage for separate "personal injury" alleged to have been committed in the course of rendering professional services, unless such coverage is provided by the CGL policy listed in subparagraph (a), above.

4. Workers' Compensation limits as required by the Labor Code of the State of California with Employers' Liability limits of One Million Dollars (\$1,000,000.00) per accident, if the Agreement will have Consultant employees working within the City limits.

B. Waiver by City.

City may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing, and will only be made upon a showing by the Consultant that its operations in and with respect to City are not such as to impose liability within the scope of that particular coverage.

C. Additional Insurance Requirements.

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A:VII or better in the current Best's Insurance Reports;

2. Consultant shall provide City with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days notice for cancellation due to non-payment.

3. City may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice Consultant.