

City of Moreno Valley

**AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES**

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and Eagle Systems International Inc DBA Synergy Companies, a Corporation, with its principal place of business at 90 Business Park, Perris, California 92571, hereinafter referred to as the "Contractor," based upon City policies and the following legal citations:

**RECITALS**

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional Audit and Direct Install contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional Audit and Direct Install contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for the Audit and Direct Install as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

**TERMS**

**1. CONTRACTOR INFORMATION:**

Contractor's Name: Synergy Companies  
Address: 90 Business Park Drive  
City: Perris State: CA Zip: 92571  
Business Phone: (951) 230-6425 Fax No. (626) 793-9461  
Other Contact Number: Matthew Clarke (951) 230-6425  
Business License Number: 200319796  
Federal Tax I.D. Number: 87-038961

**2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:**

- A. The Contractor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.

- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from September 19, 2017 to June 30, 2022 unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the

Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Matthew Clarke**.

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Contractor's Representative. Contractor hereby designates Matthew Clark, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley

Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

The Contractor shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the city provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

Professional Errors and Omission Insurance—such coverage shall not be less than \$1,000,000 per claim and aggregate.

Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/Housing Authority premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

Solely as respect to services done by or on behalf of the named insured for the City of Moreno Valley, it is agreed that the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents are included as additional insured under this policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in the amounts established.

- M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.
- (b) Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Contractor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- (c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.
- (d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of

the Contractor's time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

- Q. Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- R. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

Synergy Companies  
90 Business Park Drive  
Perris, CA 92571  
Attn: Matthew Clark

**City:**

City of Moreno Valley  
14331 Frederick St.  
Moreno Valley, CA 92552  
Attn: Michael McLellan, FMS Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party

shall give the other party any contractual rights by custom, estoppel, or otherwise.

- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

BB Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.

1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)
4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).

6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).

7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.

8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.

9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and or subcontracts for work pursuant to the Agreement.

10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.

12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)

13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley

Insert Name of Contractor

BY: [Signature]

BY: [Signature]

City Manager

TITLE: President  
(President or Vice President)

10/8/17  
Date

3 August 2017  
Date

BY: [Signature]

TITLE: Marketing Director  
(Corporate Secretary)

4 August 2017  
Date

**INTERNAL USE ONLY**

ATTEST:

\_\_\_\_\_  
City Clerk  
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

[Signature]  
\_\_\_\_\_  
City Attorney  
10-9-17  
Date

RECOMMENDED FOR APPROVAL:

[Signature]  
\_\_\_\_\_  
Department Head  
(if contract exceeds 15,000)  
10/5/17  
Date

Date

## SCOPE OF WORK AND DESCRIPTION OF SERVICES

### RESIDENTIAL/COMMERCIAL AUDIT/DIRECT INSTALL PROGRAMS

Regarding:	City of Moreno Valley Residential/Commercial Audit/Direct Install
Prepared For:	Michael McLellan and Tanya Dunlap – Moreno Valley
Date:	7/28/2017
Prepared By:	Matthew Clark – Synergy Companies

### VISION

Supplying safe and reliable power through electric efficiency with the highest levels of customer satisfaction is what MVU can look forward to with Synergy Companies. Alignment with MVU's goals and priorities and demonstration of how to implement successful Residential Audit/Direct Install and Commercial Audit/Direct Install programs is the vision. Synergy's professional team is committed to a delightful experience for MVU ratepayers, program staff, and employees.

The bulk of the allocated resources and efforts will be dedicated to the residential sector, however as special needs arise in the small commercial sector Synergy is prepared and ready to service these small commercial ratepayers.

### RESIDENTIAL AUDIT/DIRECT INSTALL PROGRAM

#### Major Implementation Tasks & Subtasks

- **Management**
  - **Web Based Meeting and Workshops:** Ongoing meetings and workshops are hosted and attended by Synergy management to launch services, report how the services are going and improve skills and delivery. We believe the "Best is Yet to Be". These meetings provide opportunities to share recommendations, what is working well and what needs refining.
- **Marketing**
  - **Outreach:** Trained Synergy associates cordially reach out to residents in Moreno Valley by creating a positive presence in a community through meeting with HOA presidents, neighborhood advocates and respected residents, many of which have their home serviced first. These community leaders contact and point Synergy outreach to other residents who are interested in the service. These individuals are found by calling on residents one home at a time.



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- **Promotional Activities:** Articles in local newspapers, landing page on Moreno Valley website, mailers, yard signs, door hangers, social media all help to build awareness and lend credence to the services. Synergy's marketing department will prepare these marketing pieces and work with Moreno Valley staff for review and approval.
- **Scheduling**
  - **Data Entry:** Moreno Valley customer information is transferred from the field to the scheduling staff via Synergy's encrypted email system powered by Google Apps for Business. The customer data is entered into Synergy's proprietary scheduling and production data capture tool called Synergy Tech System. Moreno Valley staff can have their own personal log-in to check on the status of the jobs.
  - **Dispatching:** Synergy technicians report the outcome of each appointment to the dispatcher so that the proper next steps are taken with the customer. For example, (reschedule appointment, schedule the attic insulation visit, etc.)
- **Production**
  - **In-Home Energy Audits:** Building upon experience with Imperial Irrigation District and Colton Electric Audit programs, Synergy technicians conduct these evaluations using iPads with Adobe Forms and Fluix applications to gather the data, generate reports and email Moreno Valley customers their own copy of the audit report. The focus will be engaging the customer to increase their understanding of their energy use and provide recommendations for them to consider.

The data collected during the survey will include and inventory, key efficiency determining characteristics and where feasible, building or equipment age, for the following:

- Building Envelope
- Indoor and Outdoor Lighting
- Heating and Cooling Equipment (Central and Portable equipment)
- Water Heater
- Refrigerator(s) & Self-standing Freezer(s)
- Appliances
- Televisions and related home entertainment equipment (e.g., AV equipment, Set-Top Boxes, Game Consoles, DVRs, standard or smart power strip)
- Computers & Home Office Peripherals
- Spa & Pool Equipment



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- Other Miscellaneous Loads observed (e.g., dehumidifier, hot water recirculation pump, medical equipment, wine chillers).
- **Electric Measure Installations:** Lighting, HVAC and plug load measures are installed in one seamless visit. Synergy technicians are BPI certified and trained to do all measures and their vehicles are equipped with all necessary tools and products. Once completed the Synergy technician schedules the attic insulation appointment with the customer.
- **Attic Insulation:** The attic insulation installer builds barriers around all heat producing devices and then blows an even layer of blow-in fiberglass insulation.
- 
- **Tracking and Reporting**
  - **Customer Satisfaction:** Synergy utilizes a third party independent company, EEI, to evaluate customer satisfaction and how likely they would refer the service to a friend or neighbor leading to a net promoter score. EEI will be instructed to ask customers how likely they are to pursue additional energy saving measures and the responses will be recorded and shared with Moreno Valley designated staff.
  - **Distribution of Evaluations:** In the event the Moreno Valley customer does not have an active email address, a Synergy associate will mail a hard copy of the evaluation to the customer in a stamped envelope.
  - **Key Performance Indicator Reports:** Synergy Tech System generates key performance indicator reports that track energy savings to date, budget spent to date and other important data points that ensure the effort stays within budget and meets or exceeds energy savings goals. This data is available in excel and .pdf formats. Reports will be generated monthly and at the end of the fiscal year.
- **Invoicing**
  - **Audit Job Submissions:** Each job is audited to ensure accuracy and correctness of customer information and measures installed prior to adding to an invoice.
  - **Prepare Invoices:** Invoices include signed customer authorizations, measures installed by address, summary of energy savings and budget spent (amount to pay).
- **Data Procedures**
  - **IT Department:** Synergy has a fully staffed IT department with IT director. This team is responsible for protecting and securing sensitive program data including but not limited to customer account and status, energy consumption billing history, and if available, residence information and past



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rebate participation. Each Synergy employee has a company email account that is based on the encrypted Google Apps for business platform. Cloud storage is also hosted on the encrypted Google Apps for business platform. Google forces HTTPS (Hypertext Transfer Protocol Secure) for all transmissions between users and Google Apps services and uses Perfect Forward Secrecy (PFS) for all its services. Google also encrypts message transmissions with other mail servers using 256-bit Transport Layer Security (TLS) and utilizes 2048 RSA encryption keys for the validation and key exchange phases. This protects message communications when client users send and receive emails with external parties also using TLS.

- **Remotely Wipe:** Synergy's IT department is able to remotely wipe Synergy employee devices and accounts if the devices are lost or stolen or if accounts are logged into by a threat.
- **FLUIX and Synergy Tech System:** These applications automatically remove sensitive customer data from Synergy technician devices after jobs are completed and submitted.
- **Quality Control**
  - **Quality Production Managers:** To ensure high production quality and customer satisfaction Synergy employees full time quality production managers that inspect a minimum of 5% of all jobs completed on the program. The QPMs also actively resolve customer questions and concerns regarding workmanship and warranty.
  - **Product and Installation Warranty:** Synergy offers a no-hassle 1-year warranty for labor and 3-year warranty on materials. If there are any problems, we will quickly resolve it. We treat people right and make sure they are happy with the products, the program, PWP, and Synergy.

## MEASURE AND COST EVALUATION



Measure Prices -  
Residential Energy /

The installation of these measures provides proven and cost-effective energy savings for years. **Energy Savings Validation:** It is Synergy's preference to agree from the beginning of the program on energy savings based upon the CMUA TRM or DEER database, CPUC approved workpapers, or similarly verifiable approved reliable energy savings.

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We are also open to other methods of tracking and reporting measures like Pay for Performance Savings. One approach to consider would be a Hybrid approach that includes both *Deemed* and *Performance* Energy Savings Validation depending on the measures installed.

**Proven Technologies:** The proposed measures in this program are proven technologies currently being used in both residential and commercial markets.

## COMMERCIAL AUDIT/DIRECT INSTALL PROGRAM

### KEY FEATURES

**Leveraging with Synergy/SoCalGas Small Commercial Gas Solutions Program:** The program will be delivered to all small business sub-segments (assisted living facilities, churches, schools, restaurants, lodging facilities, and multifamily properties with common areas) in the MVU service territory. In one seamless visit, this program will be leveraged with the SoCalGas Small Business Gas Solutions Program, awarded exclusively to Synergy Companies in 2016, offering MVU small businesses unparalleled comprehensiveness and benefit.

These are two separate programs coming together in one seamless visit maximizing the customer's overall experience.

### DISTINGUISHING POINTS

Synergy has a long history of implementing Commercial Direct/Multifamily Install programs with IOUs and SCPPA.

- Imperial Irrigation District Small Commercial Direct Install Program
- San Diego Gas and Electric Small Commercial Direct Install Program
- SoCalGas Small Commercial Gas Solutions Program
- San Diego Gas and Electric Multifamily Program
- Riverside Public Utility Commercial Common Area Program
- Colton Electric Small Commercial Direct Install Program

### SERVICE PLAN

#### Service Plan Objectives

Synergy is ready to deliver to MVU the objectives of partnering with a capable firm to develop and implement a direct-install commercial program that will serve as an entry point for commercial customers to evaluate their energy performance, install energy saving measures, and



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identify additional savings opportunities. Two key performance metrics that will be fulfilled are 1. ensuring participating customers are satisfied with their involvement with this program and 2. assisting customers to see the benefit of further reducing their energy use.

### Major Program Implementation Tasks & Subtasks



The diagram above outlines the service plan from a high level.

Synergy Companies will begin by working to identify the businesses that will provide the best overall outcome in terms of the program’s goals and objectives. Co-branded outreach materials will then be designed to promote the program in a way that is appealing, easily understood, and helpful for those businesses within the target communities. These marketing pieces will be distributed directly by a badged Synergy representative who will be visiting small businesses in order to provide the energy audits. Synergy’s customer database (STS) will be used to retain customer contact information as well as the services provided at any given location. Routine inspections will take place to ensure that work quality meets standards expected to be met by both MVU and Synergy Companies. The final step will consist of invoicing the completed project.

### CUSTOMER/MARKET BARRIERS

There are a number of barriers to participating in energy efficiency programs. These barriers are listed below.

1. Business Size - They often lack dedicated human resources to shepherd projects through the EE participation process;



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2. Language – Sometimes, the primary language spoken by business owners is not English;
3. Available Capital - They lack the capital to spend on EE projects;
5. Familiarity with EE – They don't believe that energy efficiency improvements will make much of a difference to their bottom line and have a difficult time seeing how the benefits to their organization exceed the costs.

In addition to barriers listed above there are also barriers associated with no cost programs. These are the perceived risk due to "Nothing is for Free or What's the Catch" thoughts; and the perceived risk due to a not so delightful experience with past utility programs. Studies have shown that most organizations engage in the buying decision with the "low risk provider" and not necessarily the low-cost provider.

### **CUTTING-EDGE RECRUITING TECHNIQUES**

Synergy uses the "Whole Neighborhood Approach" for the majority of the small business sub-segments. This approach consists of targeting a tight geographic area. The technician places a sign near the work vehicle notifying the businesses around of the program taking place as the auditor reaches out to businesses and enrolls them in the program. This approach works well in commercial shopping centers and small commercial business parks.

This above described technique is enhanced when done in conjunction with SoCalGas Local Government Partnerships that include the City of Moreno Valley. These partnerships add tremendous credence to the program.

### **CUSTOMER/MARKET SOLUTIONS**

**Market Transformation:** Establishing a new-found appreciation and value for energy efficiency with each customer experience is one of the marketing plan goals. The MVU small commercial no cost measures will be an entry point for small business customers to begin the process of making their businesses more energy efficient and their operators more cognizant of the benefits of energy efficiency and water conservation. As a result, at the appropriate time, some participants may purchase deeper and wider measures like high seer air conditioning units, roof top solar, tankless water heaters, boilers, commercial kitchen appliances and pool heaters for example.

**Multilingual:** Language is not a barrier for Synergy. Most associates speak Spanish as a first or second language. There are associates that speak Vietnamese, Czech, Portuguese and even Hungarian.

**Credibility:** Synergy has found ways to overcome resistance to NO COST direct install measures through the "Whole Neighborhood Approach" for small businesses and through the helpful SoCalGas staff of the SoCalGas Local Government Partnerships.



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**Leveraging:** Weaving in no cost direct install gas measures from the SoCalGas Small Commercial Gas Solutions program boosts the program's perceived value and offering to the customer. Water heater pipe insulation, swimming pool covers, water heater tank insulation, laminar flow restrictors and tankless water heaters offered by Synergy are very appealing and as a result, may open doors where electric measures may not. The SoCalGas Small Commercial Gas Solutions program will be around at least through 2019.

#### **PROPOSED MARKETING APPROACH**

Synergy Companies has decades of experience reaching out to thousands of utility customers, both commercial and residential, in order to create awareness of available utility programs as well as assist customers in making the decision to move forward. Because of this experience gained, Synergy Companies has achieved great insights into typical customer responses and reactions upon learning about these types of no-cost services. With this mature understanding of the utility customers and any doubts and concerns that they may have in terms of program participation, Synergy knows how to help them understand the value and legitimacy of the services being offered as well as the benefits that come as a result from program participation.

#### **TELLING THE CUSTOMER'S STORY**

In terms of marketing and outreach methods, the story of each project begins with identifying who and where the customer is. Synergy's strategy will be to identify which customers are to be targeted, based on program needs, savings, and customer circumstances, and then to help each customer along their own journey to energy and water savings. The end goal is that the customer's journey will not only result in greater savings but will empower the customer with a deeper understanding of how energy and water are being used in his or her own business and what things can be done to successfully continue down the path of energy and water efficiency. Through this new lens provided by Synergy Companies, the customer will see his or her business as a system with working parts and will therefore understand the need for a comprehensive package of measures to be performed and will act accordingly. Essentially, Synergy Companies' strategy is to help the business owner become the hero in his or her own story. Synergy Companies simply serves as the expert or guide to help them through the process from start to finish.

#### **MARKETING MATERIALS – ESTABLISH CREDIBILITY**

In order to establish itself as a credible guide in the customer's mind, Synergy Companies understands the importance of using professional and well-designed marketing pieces in order to help establish legitimacy and confidence in the program being offered. These pieces will be designed with the business owner in mind so that they address questions or reservations that the customer may have in terms of participation. The strategy involves making these pieces as easy to understand as possible for someone who is not familiar with all of the terms and concepts discussed within the energy industry. Synergy Companies will design a flyer and/or brochure, for



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distribution, which will help make the steps in the process, for participating in the program, seem as easy 1, 2, 3.

### **CO-BRANDING**

Being that MVU is already viewed by the customer as a legitimate and trusted source that can serve as a second witness as to the legitimacy of these types of no-cost programs, Synergy will ensure that the marketing pieces are designed to incorporate both Synergy Companies' and MVU logos. This helps the customer understand and feel at ease knowing that MVU is behind the program. With Synergy Companies' logo also present on the marketing pieces, the customer is then more comfortable working with Synergy's badged representative as a guide through the process.

### **DIRECT OUTREACH**

The primary method of distributing these marketing pieces, which will consist of flyers and/or brochures, will take place through direct outreach by a badged representative. Again, with Synergy's strategy of being the trusted guide in the customer's journey, this is crucial to be able to have a face-to-face visit, along with credible marketing pieces that will help the customer have a more intimate experience with the program and its benefits versus simply receiving information by mail or phone. This outreach method also helps to overcome a barrier often faced in this type of marketing which is that of getting to the decision maker. By reaching out directly to the business in person, it is much more effective in establishing a connection with the "gatekeepers" who, although they may not ultimately make the final decision, will play a vital role in being able to present program information to the one who can actually make the decision to participate.

### **STREAMLINED PROCESS**

Synergy Companies has a powerful outreach model which allows for a badged representative to do multiple steps all in one visit in order to reduce the amount of time that a project may take from start to finish. The representative will be prepared on the spot to introduce the program to the customer and then perform an onsite energy audit. Upon completion of the energy audit, and with the customer's approval to move forward, an appointment will then be scheduled for the actual work to be done shortly thereafter. This approach not only assists to complete projects within a timely manner but also serves as an effective strategy to help commit the customer to engage in a working relationship with Synergy Companies in order to see the project all the way through. This type of commitment upfront demonstrates that the customer sees the value in the services being offered and therefore any concerns at this point will likely be questions that need to be answered rather than objections to be overcome. At this point, the representative is no longer perceived as a salesman but as an expert to help them reach their goal of energy savings and upgrades.



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## **DIVERSE NEEDS**

With a diverse customer base, it is important to be able to adapt as much as possible to the respective needs of each business. Synergy Companies is mindful of these types of needs and works to cater to those needs in order to help the project go as smoothly and successfully as possible. Synergy has bilingual representatives in all of its departments and is therefore able to help many of the customers feel more comfortable in knowing exactly how the program operates and how the work that will be performed.

## **REFERRALS**

Synergy Companies' objective is to always achieve a high level of customer satisfaction. Aside from being the right way to do business, this goal also allows for additional opportunities to further promote the program. After completing the work, Synergy Companies follows up with many of its customers to ensure that they had a delightful experience and to ask them who else we might visit to help them with their energy efficiency needs. Because of the trust established and the high level of customer service provided, many customers are willing to refer others to the program. This is a huge indicator of the overall success that results from the strategies implemented by Synergy Companies.

## **PARTNERSHIPS**

Over the years, Synergy Companies has established relationships and worked with a large number of partnerships. Some examples of these partnerships include local government agencies, municipalities, energy-efficiency organizations, and the American Red Cross. This not only adds a unique way of setting Synergy Companies apart and establishing credibility but helps to leverage other resources and programs that add additional for the customers participating and can help with increasing overall participation.

## **WALK-THROUGH ELECTRIC SITE AUDITS**

Building upon experience with Imperial Irrigation District and Colton Electric Audit programs, Synergy auditors conduct these evaluations using iPads with Adobe Forms and Flux applications to gather the data, generate reports and email MVU small business customers their own copy of the evaluation report right on the spot. The focus will be on engaging the customer to increase their understanding of their energy and water use and provide recommendations for them to consider from list of options.

The data collected during the evaluation will include and inventory, key efficiency determining characteristics and where feasible, building or equipment age, for the following:

- HVAC Equipment
- Toilets, Urinals, Faucet Aerators, Showerheads
- Coolers, Freezers
- Vending Machines



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- Building Envelope
- Indoor and Outdoor Lighting
- Heating and Cooling Equipment (Central and Portable equipment)
- Water Heater
- Boiler
- Pool Heater
- Commercial Kitchen Appliances
- Computers & Home Office Peripherals
- Spa & Pool Equipment
- Other Miscellaneous Loads observed (e.g., dehumidifier, hot water recirculation pump, medical equipment, anything else MVU would like).

### **DELIVERABLES**

Below is a list of program deliverables:

1. Electric Measures: All feasible electric conservation measures will be installed in the MVU customer's business.
2. Customer Authorization Form: Each participating customer signs a customer authorization form at the conclusion of the energy evaluation.
3. Energy Evaluation: Each participating customer and MVU receives an electronic or hard copy energy evaluation.
4. Invoices: MVU will receive invoices summarizing the measures installed by address and a summary of energy savings, summary of water savings, and budget spent.
5. Reports: Monthly key performance indicator reports are provided on a monthly basis and a final report for the July 1 to June 30 fiscal year.

### **TIMEFRAMES**

1. Marketing and Scheduling: Interested MVU business customers are scheduled typically one to two days from the date of initial contact with Synergy outreach for the Synergy technician to provide the evaluation and delivery of all feasible program measures.
2. Production: The Synergy technician arrives performs the evaluation, installs all feasible measures.

The customer receives program services 2 to 4 business days from initial outreach contact. Synergy Vehicles are able to carry all necessary electric measures to get the job done.

3. Invoicing: Synergy is able to invoice bi-weekly or monthly, whichever is preferred.
4. Tracking and Reporting: Synergy will document customer evaluation and survey results and provide MVU monthly reports tracking customer participation, energy, water and potential cost savings.
5. Quality Control: 10% of the jobs are randomly selected for inspection.



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## WORK REQUIREMENTS

Synergy holds the below list of licenses to meet the programs broad work requirements.

License Classification	Description
B	General Building Contractor
C2	Insulation and Acoustical
C10	Electrical
C17	Glazing
C20	HVAC
C36	Plumbing
C46	Solar
ASB	Asbestos

## PROGRAM DEVELOPMENT TASKS

1. Create a MVU Energy Evaluation Template for iPad applications.
2. Program Synergy Tech System to incorporate the MVU commercial direct install services, energy measures and reports.
3. Collaborate with MVU staff to draft and finalize an implementation plan: final program design, program goals and performance metrics, marketing and outreach plan, program workflow and a standard operating procedure and policy manual.
4. Train Synergy staff on program goals, objectives and implementation plan.
5. Hold kick-off meeting with MVU staff.
6. Hold on-site field visit with MVU staff to observe the work being performed.

## MEASURE AND COST EVALUATION



Proposed MVU  
SBDI Program Desig

The installation of these measures provides proven and cost-effective energy savings for years. **Energy Savings Validation:** It is Synergy's preference to agree from the beginning of the program on energy savings based upon the CMUA TRM or DEER database, CPUC approved workpapers, or similarly verifiable approved reliable energy savings.



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We are also open to other methods of tracking and reporting measures like Pay for Performance Savings. One approach to consider would be a Hybrid approach that includes both *Deemed* and *Performance* Energy Savings Validation depending on the measures installed.

**Proven Technologies:** The proposed measures in this program are proven technologies currently being used in both residential and commercial markets.



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**QUALIFICATIONS**

<b>Program #1 Name:</b>		<b>SDGE Small Business Direct Install</b>				
<b>Customer:</b>		<b>SDG&amp;E</b>				
<b>Summary of Work:</b>		<b>DI HVAC, Lighting, Coolers and Freezers</b>				
<b>Year Started:</b>		<b>2012</b>				
<b>Year Completed:</b>		<b>2016</b>				
<b>Savings (kWh)</b>		<b>% Firm was Responsible</b>	<b>Customer Satisfaction</b>	<b>Costs (\$)</b>		
<b>Goal</b>	<b>Actual</b>			<b>Goal</b>	<b>Actual</b>	
NA	35,142,857	33%	99%	24 MM	24 MM	
<b>Program #2 Name:</b>		<b>Imperial Irrigation District "Open for Business"</b>				
<b>Customer:</b>		<b>Imperial Irrigation District</b>				
<b>Summary of Work:</b>		<b>DI HVAC, Lighting, Coolers and Freezers</b>				
<b>Year Started:</b>		<b>2012</b>				
<b>Year Completed:</b>		<b>2014</b>				
<b>Savings (kWh)</b>		<b>% Firm was Responsible</b>	<b>Customer Satisfaction</b>	<b>Costs (\$)</b>		
<b>Goal</b>	<b>Actual</b>			<b>Goal</b>	<b>Actual</b>	
21,723,996	21,723,996	100%	99%	6 MM	6 MM	
<b>Program #3 Name:</b>		<b>Colton Small Business Direct Install</b>				
<b>Customer:</b>		<b>Colton Electric</b>				
<b>Summary of Work:</b>		<b>DI HVAC and Lighting</b>				
<b>Year Started:</b>		<b>2015</b>				
<b>Year Completed:</b>		<b>Ongoing</b>				
<b>Savings (kWh)</b>		<b>% Firm was Responsible</b>	<b>Customer Satisfaction</b>	<b>Costs (\$)</b>		
<b>Goal</b>	<b>Actual</b>			<b>Goal</b>	<b>Actual</b>	
243,902	100%	100%	99%	200,000	200,000	
<b>Program #4 Name:</b>		<b>IRWD One Stop Shop Program</b>				
<b>Customer:</b>		<b>Irvine Ranch Water District</b>				
<b>Summary of Work:</b>		<b>DI Toilets, Showerheads and Aerators</b>				
<b>Year Started:</b>		<b>2015</b>				
<b>Year Completed:</b>		<b>Ongoing</b>				
<b>Savings (water acre feet)</b>		<b>% Firm was Responsible</b>	<b>Customer Satisfaction</b>	<b>Costs (\$)</b>		
<b>Goal</b>	<b>Actual</b>			<b>Goal</b>	<b>Actual</b>	
NA	16 Ac. Ft	100%	99%	580,000	580,000	



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## INDUSTRY REFERENCES

<b>Reference 1:</b>	
Program #1 Name:	SDGE Small Business Direct Install Program
Company Name:	San Diego Gas and Electric
Contact Name:	Alden Kwok
Contact Title:	Program Manager
Contact Phone:	858-636-5775
Contact Email:	ckwok@semprautilities.com
<b>Reference 2:</b>	
Program #2 Name:	Imperial Irrigation District "Open for Business" Program
Company Name:	Imperial Irrigation District
Contact Name:	Joe Denton
Contact Title:	Program Manager
Contact Phone:	760-482-3682
Contact Email:	jadenton@iid.org
<b>Reference 3:</b>	
Program #3 Name:	Colton Small Business Direct Install
Company Name:	Colton Electric
Contact Name:	Jessica Sutorus
Contact Title:	Environmental Conservation Supervisor
Contact Phone:	909-370-5561
Contact Email:	jsutorus@coltonca.gov
<b>Reference 4:</b>	
Program #4 Name:	IRWD One Stop Shop
Company Name:	Irvine Ranch Water District
Contact Name:	Amy McNulty
Contact Title:	Water Efficiency Manager
Contact Phone:	949-453-5634
Contact Email:	mcnulty@irwd.com
<b>Reference 5:</b>	
Program #5 Name:	Small Commercial Gas Solutions
Company Name:	SoCalGas
Contact Name:	Tamie Chuong
Contact Title:	Program Manager
Contact Phone:	213-244-4646
Contact Email:	tchuong@semprautilities.com



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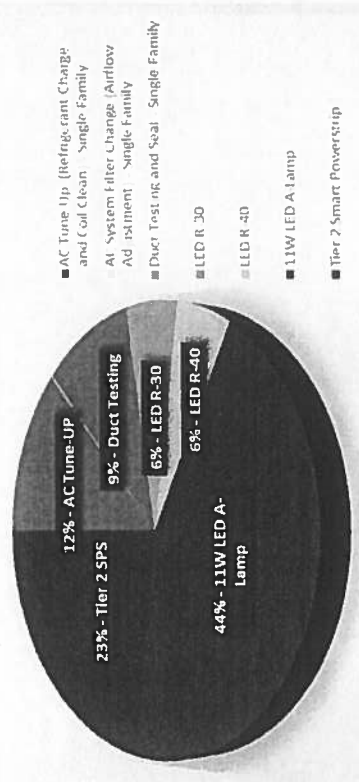
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MVU - Residential Audit & Direct Install Program		Source	CZ	EUL	Unit	Price	Annual kWh Savings	kW	Measure Quantity Per Home	Total Price	Total kWh	Total kW	\$/kWh
In Home Energy Audit													
AC Tune Up (Refrigerant Charge and Coil Clean) - Single Family	CMUA TRM 2016		10	5	per home	\$49.00	0	0.000	1	\$49.00	0	0.0	
AC System Filter Change (Airflow Adjustment) - Single Family	CMUA TRM 2016		10	5	per system	\$55.00	94	0.179	3	\$165.00	282	0.5	\$0.59
Duct Testing and Seal - Single Family	DEER 2011		10	5	per system	\$20.00	5	0.009	1	\$20.00	5	0.0	\$4.00
LED R-30	DEER 2011		10	5	per system	\$365.99	212	0.437	1	\$365.99	212	0.4	\$1.73
LED R-40	DEER 2011		10	12	per lamp	\$26.00	125	0.040	1	\$26.00	125	0.0	\$0.21
11W LED A-Lamp	DEER 2011		10	12	per lamp	\$36.00	125	0.040	1	\$36.00	125	0.0	\$0.29
Tier 2 Smart Powerstrip	CallPlug/Workpaaper		10	12	per lamp	\$18.23	125	0.040	8	\$145.84	1,000	0.3	\$0.15
			10	8	per plug	\$110.00	346		1.5	\$165.00	519	0.0	\$0.32
			10							\$0.00	0	0.0	\$0.00
			10							\$0.00	0	0.0	\$0.00
									<b>TOTAL</b>	<b>\$972.83</b>	<b>2,268.00</b>	<b>1.38</b>	<b>\$ 0.43</b>

Budget \$ 5,000.00  
 Time Period 10/1/16 to 12/31/16  
 Average Unit Cost (Forecast) \$972.83  
 Units Treated (Forecast) 5  
 \$/kWh \$ 0.43  
 \$/kW \$703.42

### Measure kWh Reduction Contribution % Per Home





MVU Small Business Direct Install Program 2017

Source	CZ	EUL	Unit	Price	Annual kWh Savings	kW	Average Measure Quantity per Business	Total Spend Per Unit	Total kWh	Total kW	\$/kWh
T12 Fluorescent to LED - Delamp 4 foot, 4-lamp to 2-lamp w/new driver & recycling	10	12	per luminaire	\$159.63	611	0.116	1.00	\$159.63	611	0.116	\$0.26
T12 Fluorescent to LED - Delamp 4 foot, 3-lamp to 2-lamp w/new driver & recycling	10	12	per luminaire	\$159.63	465	0.088	0.25	\$39.91	116	0.022	\$0.34
T8 Fluorescent to LED - Delamp 4 ft, 4-lamp to 2-lamp w/new driver & recycling	10	12	per luminaire	\$159.63	418	0.079	9.00	\$1,436.67	3,765	0.713	\$0.38
T8 Fluorescent to LED - Delamp 4 ft, 3-lamp to 2-lamp w/new driver & recycling	10	12	per luminaire	\$159.63	273	0.052	0.50	\$79.82	136	0.026	\$0.59
T8 Fluorescent to LED - 4 ft, 2-lamp to 2-lamp w/new driver & recycling	10	12	per luminaire	159.63	123	0.02332	0.25	\$39.91	31	0.006	\$1.30
T8 Fluorescent to LED - 4 ft, 1-lamp to 1-lamp w/new driver & recycling	10	12	per luminaire	108.59	71	0.01344	0.25	\$27.15	18	0.003	\$1.53
LED Screw-in A-Lamp 11 Watt - Replaces 60 W Incandescent Light Bulb	10	12	per lamp	\$22.80	409	0.077	5.00	\$114.00	2,045	0.387	\$0.06
LED Screw-in A-Lamp 13 Watt - Replaces 100 W Incandescent Light Bulb	10	12	per lamp	\$55.00	120	0.094	5.00	\$275.00	600	0.470	\$0.46
AC Tune-Up	10	3	per system	\$370.50	200	0.084	0.50	\$185.25	100	0.042	\$1.86
Duct Test & Seal Per System	10	5	per plug	\$110.00	529	0.058	1.00	\$110.00	529	0.058	\$0.21
PC Emberplug for Office Computers	10	8		\$95.00				\$95.00	0	0.000	
Energy Audit, Education & Report											
<b>Per Business Averages</b>										<b>TOTAL</b>	<b>\$/kWh</b>
										<b>9,331.25</b>	<b>\$ 0.276</b>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc One Towne Square, Suite 1100 Southfield, MI 48076 Attn: DetroitGroupCaptive certrequest@marsh.com  00250 -GAWU-17-18	<b>CONTACT NAME:</b> <b>PHONE (A/C No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company <b>A+(XV)CA</b></td> <td>16535</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : American Zurich Insurance Company <b>A+(XV)CA</b></td> <td>40142</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company <b>A+(XV)CA</b>	16535	INSURER B : N/A	N/A	INSURER C : American Zurich Insurance Company <b>A+(XV)CA</b>	40142	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Eagle Systems International, Inc dba Synergy Companies 28436 Satellite St Hayward, CA 94545															

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-007007105-10                      **REVISION NUMBER:** 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GLO3486665-14 ✓	04/01/2017	04/01/2018 ✓	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$ _____
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			BAP3486681-14 ✓	04/01/2017	04/01/2018 ✓	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ OTHER \$ _____ EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ OTHER \$ _____
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC3486664-14 (Does not apply to Monopolistic States [ND, OH, WA, and WY] Puerto Rico, or the Virgin Islands)	04/01/2017	04/01/2018 ✓	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Moreno Valley, Moreno Valley Housing Authority, Moreno Valley Community Services District, their officers, employees and agents are included as additional insured for General Liability and Auto Liability as required by written contract or written agreement per policy terms and conditions. Insurance is primary and non-contributory where required by written contract for General Liability. Waiver of Subrogation applies to Workers' Compensation in favor of the Certificate Holder where required by written contract.

APPROVED AS TO FORM

DATE 5/9/17

CERTIFICATE HOLDER

BY

CANCELLATION

City of Moreno Valley  
Attn: Michael McLellan  
14331 Frederick Street  
Moreno Valley, CA 92553

**CITY ATTORNEY**  
**CITY OF MORENO VALLEY**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

John C Hurley





ZURICH

# Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End	Producer No.	Add'l. Prem	Return Prem.
BAP3486681-14	04/01/2017	04/01/2018	04/01/2017			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

Business Auto Coverage Form  
Motor Carrier Coverage Form ✓

### A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

### B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.



**C. Fellow Employee Coverage**

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

**D. Driver Safety Program Liability and Physical Damage Coverage**

1. The following is added to the **Racing Exclusion** in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions of Section III – Physical Damage Coverage** of the **Business Auto Coverage Form** and Paragraph 2.b. in the **Exclusions of Section IV – Physical Damage Coverage** of the **Motor Carrier Coverage Form**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

**E. Lease or Loan Gap Coverage**

The following is added to the **Coverage Provision** of the **Physical Damage Coverage Section**:

**Lease Or Loan Gap Coverage**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage Section** of the **Coverage Form**; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

**F. Towing and Labor**

Paragraph **A.2.** of the **Physical Damage Coverage Section** is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**G. Extended Glass Coverage**

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage Section**:

If glass must be replaced, the deductible shown in the **Declarations** will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

**H. Hired Auto Physical Damage – Increased Loss of Use Expenses**

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage Section** is replaced by the following:

**Loss Of Use Expenses**

For **Hired Auto Physical Damage**, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:



- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

#### I. Personal Effects Coverage

The following is added to the Coverage Provision of the Physical Damage Coverage Section:

##### Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
  - (1) Personal property owned by an "insured"; and
  - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
  - (1) The reasonable cost to replace; or
  - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
  - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
  - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
  - (3) Paintings, statuary and other works of art.
  - (4) Contraband or property in the course of illegal transportation or trade.
  - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

#### J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. Comprehensive Coverage under the Coverage Provision of the Physical Damage Coverage Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The Physical Damage Coverage Deductible Provision does not apply to such "loss".



**K. Airbag Coverage**

The Exclusion in Paragraph B.3.a. of Section III – Physical Damage Coverage in the Business Auto Coverage Form and the Exclusion in Paragraph B.4.a. of Section IV – Physical Damage Coverage in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

**L. Two or More Deductibles**

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**M. Physical Damage – Comprehensive Coverage – Deductible**

The following is added to the Deductible Provision of the Physical Damage Coverage Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

**N. Temporary Substitute Autos – Physical Damage**

1. The following is added to Section I – Covered Autos:

**Temporary Substitute Autos – Physical Damage**

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
  2. Repair;
  3. Servicing;
  4. "Loss"; or
  5. Destruction.
2. The following is added to the Paragraph A. Coverage Provision of the Physical Damage Coverage Section:

**Temporary Substitute Autos – Physical Damage**

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

**O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss**

Paragraph a. of the Duties In The Event Of Accident, Claim, Suit Or Loss Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any



agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

**P. Waiver of Transfer Of Rights Of Recovery Against Others To Us**

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

**Q. Employee Hired Autos – Physical Damage**

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**R. Unintentional Failure to Disclose Hazards**

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

**S. Hired Auto – World Wide Coverage**

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

**T. Bodily Injury Redefined**

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.



**U. Expected Or Intended Injury**

The **Expected Or Intended Injury Exclusion** in Paragraph **B. Exclusions under Section II – Covered Auto Liability Coverage** is replaced by the following:

**Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**V. Physical Damage – Additional Temporary Transportation Expense Coverage**

Paragraph **A.4.a. of Section III – Physical Damage Coverage** is replaced by the following:

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto**

The following is added to Paragraph **A. Coverage of the Physical Damage Coverage Section**:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

**X. Return of Stolen Automobile**

The following is added to the **Coverage Extension Provision of the Physical Damage Coverage Section**:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization other than an Architect Engineer or Surveyor, to whom or to which you are required to provide additional insured status in a written contract or written agreement, except where such contract or agreement is prohibited by law.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization other than an Architect, Engineer or Surveyor, to whom or to which you are required to provide additional insured status in a written contract or written agreement, except where such contract or agreement is prohibited by law.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



# Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO3486665-14	04/01/2017	04/01/2018	04/01/2017			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:**

**Address (including ZIP Code):**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

1. The following paragraph is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
  - b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.



## EXHIBIT C

### TERMS OF PAYMENT

1. The Contractor's compensation shall not exceed \$300,000.00 annually with renewals over 4 consecutive years.
2. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: [http://www.moval.org/do\\_biz/biz-license.shtml](http://www.moval.org/do_biz/biz-license.shtml)
3. The Contractor will electronically submit an invoice to the City on a monthly basis for progress payments along with documentation evidencing services completed to date. The progress payment is based on actual time and materials expended in furnishing authorized professional services since the last invoice. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due for any progress payment shall be final. The Contractor will submit all original invoices to Accounts Payable staff at [AccountsPayable@moval.org](mailto:AccountsPayable@moval.org)

Accounts Payable questions can be directed to (951) 413-3073.

Copies of invoices may be submitted to the FMS Department at

[michaelmc@moval.org](mailto:michaelmc@moval.org) or calls directed to (951) 413-3511.

3. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: [http://www.moval.org/city\\_hall/forms.shtml#bf](http://www.moval.org/city_hall/forms.shtml#bf)
4. The minimum information required on all invoices is:
  - A. Vendor Name, Mailing Address, and Phone Number
  - B. Invoice Date

- C. Vendor Invoice Number
  - D. City-provided Reference Number (e.g. Project, Activity)
  - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
7. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
8. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.