

EDP Environments, Inc.

Preventive Maintenance and Emergency Repair of Uninterrupted Power Supply, Foundation Distribution Cabinet and Computer Air-Conditioning Room Units

AGREEMENT FOR SERVICES #7666

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and EDP Environments, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2718 Mercantile Drive, Rancho Cordova, California 95742 (hereinafter referred to as "Contractor");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a contractor to provide preventive maintenance and emergency repair services for the uninterruptible power supply (UPS), foundation distribution cabinet (FDC), and computer room air conditioning (CRAC) units in the Information Technologies Data Center;

WHEREAS, the UPS, FDC, and CRAC units were manufactured by Emerson Network Power and its subsidiary, Liebert, of which Contractor is a Value Added Reseller that provides and manages preventative maintenance contracts using Liebert service technicians;

WHEREAS, Contractor has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775;

WHEREAS, County has determined that the provision of such services provided by Contractor are in the public's best interest and that there are specialty skills, qualifications, and equipment not expressly identified in County classifications involved in the performance of the work in accordance with El Dorado County Ordinance Code, Section 3.13.030(b), by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Work: Contractor is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Contractor agrees to furnish, at Contractor's own cost and expense, all personnel, equipment, tools, materials, and services necessary to provide preventive maintenance and emergency repair services for the uninterruptible power supply (UPS), foundation distribution cabinet (FDC), and computer room air conditioning (CRAC) units in the Information Technologies Data Center, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

For services to be performed on an emergency basis, as determined by County's Contract Administrator, authorization to perform the work necessary to ensure that County property is protected may occur through verbal or email communication to Contractor. Any verbal authorization to perform emergency services under this Agreement will be confirmed to Contractor by email communication issued by County's Contract Administrator. Emergency response service is guaranteed with a four (4) hour response time, twenty-four (24) hours/day, seven (7) days/week with no charge for parts, labor, or travel.

Preventive maintenance shall be scheduled in advance through verbal or email communication to Contractor and will occur during normal business hours, which is defined as Monday through Friday (excluding County-recognized holidays) between the hours of 8:00 a.m. and 5:00 p.m. (Pacific time).

Tag #	Description	Part #	Preventative Maintenance
1577205	NX 40-80	38SA080A0A00	One (1) visit per year
1577206	Sealed Battery	38BP080XR1BCS	Four (4) visits per year
1577207	NX BDC 75	FFA07C5NNG3	One (1) visit per year
1577208	REM DIST CAB	FDC4424SB71A119	One (1) visit per year
1577561	BDS40 BASE	BDSI-NX	One (1) visit per year
1582896	BDS256 CONTRLR	BDS-256CNTRL	One (1) visit per year
1582898	BDS256 DCM	BDS-256DCM	One (1) visit per year
1640937	DS Downflow	DS042ASA	Four (4) visits per year
1640938	DS Downflow	DS042ASA	Four (4) visits per year
9355-10-15	Eaton UPS (New)	9355-10-15-64 VRLA	One (1) visit per year

Contractor shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Contractor is responsible for ensuring that its employees, as well as any subcontractor if applicable, perform the services and tasks required under this Agreement accordingly.

Contractor acknowledges that the work performed must meet the approval of County, and therefore County reserves the right to monitor the work to ensure its satisfactory completion.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall cover the period of June 4, 2023 through June 3, 2025. County reserves the right to extend this Agreement for one (1) additional one (1) year term after the initial expiration date. Such option shall be on the same pricing, terms, and conditions as provided herein unless otherwise amended by both parties. County shall notify Contractor in writing approximately ninety (90) days prior to the expiration of the initial term, should County elect to exercise said option.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes of this Agreement, the annual billing rate for the services described in ARTICLE I, Scope of Work, shall be \$36,250, which shall be invoiced quarterly in the amount of \$9,062.50 and paid in advance.

The total amount of this Agreement shall not exceed \$72,500, inclusive of all costs, taxes, and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number on their faces. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices.

Invoices shall be mailed to County at the following address:

County of El Dorado
Information Technologies
360 Fair Lane
Placerville, California 95667
Attn.: Tonya Digiorno
Director

or to such other location as County directs.

In the event that Contractor fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth below in ARTICLE XXII, Default, Termination, and Cancellation, herein.

ARTICLE IV

Taxes: Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Protection of Facilities:

- A. Contractor shall exercise care to prevent damage to the existing building, grounds, and property while performing the services described herein. Any damage caused as a result of Contractor's operations shall be repaired back to its original condition by Contractor at no additional cost to County.
- B. Contractor shall provide for continuous County occupancy and operation of the facility during the performance of the services described herein.
- C. Contractor shall provide for public use, and shall limit access to the facility as directed by County's Contract Administrator.
- D. Contractor shall provide for work by other contractors and County.
- E. Contractor shall coordinate the use of the premises, including the storage of materials, tools, and equipment with County's Contract Administrator.

ARTICLE VI

Safety: Contractor shall maintain safe conditions at the County's contracted building(s) or other locations to be serviced under this agreement during the performance of the services described herein for the public, County staff, and all persons performing the services required by this agreement. Contractor shall comply fully with all laws, orders, citations, rules, regulations, standards, and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices. Contractor shall be solely responsible for providing a safe place to work for its employees and for employees of its subcontractors and suppliers or material and equipment, for adequacy of and required use of all safety equipment, and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

Other safety measures shall include, but not be limited to the following:

- A. Providing safe accessibility to all building entrances, keeping all sidewalks, active doors, corridors or other walkways, driveways, or any emergency vehicle access clear for the duration of the project.
- B. Keeping flammable rags, cleaning solutions, materials, or other supplies, if applicable, in a sealed container and removing them at the end of each work day.

ARTICLE VII

Prevailing Wage: County requires Contractor's services on public works project(s) involving local and/or state funds to which prevailing wage requirements may apply. As a consequence, Contractor shall comply with all applicable state and federal prevailing wage rates, statutes, rules, and regulations then in effect. Contractor shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the principal office of County's Chief Administrative Office, Facilities Division. Changes, if any, to the general prevailing wage rates will be available at the same location.

Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Contractor shall comply with all applicable wage requirements, as set forth in Labor Code sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor authorized under this Agreement shall also conform to and be bound by the provisions of Labor Code sections 1810 through 1815.

ARTICLE VIII

Apprentices: Attention is directed to Labor Code sections 1777.5, 1777.6, and 1777.7 and 8, California Code of Regulations section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on this Agreement. Responsibility for compliance with this Article lies with Contractor.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

ARTICLE IX

Certified Payroll: As required under the provisions of Labor Code section 1776, Contractor and any subcontractors, if any are authorized herein, shall keep accurate payroll records as follows:

- A. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractors in connection with the services provided under this Agreement.
- B. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:

1. Make available or furnish to the employee or his or her authorized representative on request.
2. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
3. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.
4. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations.

ARTICLE X

Registration of Contractors: No contractor or subcontractor may bid on any public work project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1. Public work projects are subject to compliance, monitoring, and enforcement by the Department of Industrial Relations.

Contractor shall post job site notices as prescribed by Title 8 of California Code of Regulations Section 16451.

ARTICLE XI

Records Examination and Audit Requirements: Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the California State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

ARTICLE XII

Payment of all Federal, State or Local Taxes: Any federal, state, or local tax payable on the articles furnished by Contractor under this Agreement shall be included in rates quoted herein and shall be paid by Contractor.

ARTICLE XIII

Compliance with all Applicable Laws: Contractor shall conform to and abide by all applicable federal, state, and local building, labor, environmental and safety laws, ordinances, rules, and regulations. All work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in this Agreement, including but not limited to, any directions, plans or specifications provided to Contractor, is to be construed to permit work not conforming to these codes.

ARTICLE XIV

Reporting Accidents: Contractor shall prepare and submit to County (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of five hundred dollars (\$500.00) occurs.

ARTICLE XV

Workers' Compensation: Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signed: _____



Dated: May 30, 2023

ARTICLE XVI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE XVII

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others.

However, Contractor shall not enter into any agreement with any other party or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE XVIII

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Information Technologies Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XIX

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE XX

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for

withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter and shall not make any agreements or representations on the County's behalf.

ARTICLE XXI

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XXII

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
 - 1. The alleged default and the applicable Agreement provision.

2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Contractor shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Contractor, the excess costs to procure from an alternate source.
2. County shall pay Contractor the sum due to Contractor under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Contractor under this Agreement and the balance, if any, shall be paid to Contractor upon demand.
3. County may require Contractor to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Contractor in this Agreement proves to have been false or misleading in any respect.
 3. Contractor fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XXXIII, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Contractor ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.

- D. Termination or Cancellation without Cause: County may terminate this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Contractor, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Agreement. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XXIII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Information Technologies
360 Fair Lane
Placerville, California 95667

Attn.: Tonya Digiorno
Director

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

EDP Environments, Inc.
2718 Mercantile Drive
Rancho Cordova, California 95724

Attn.: Carolyn McDonald, Chief Executive Officer

or to such other location as Contractor directs.

ARTICLE XXIV

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in ARTICLE XXIII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XXV

Indemnity: To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Contractor or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Contractor are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XXVI

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.

- D. In the event Contractor is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Contractor's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

ARTICLE XXVII

Licenses: Contractor hereby represents and warrants that Contractor and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Contractor and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Contractor and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVIII

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIX

Environmental and Toxic Warranty: Contractor warrants that its operations concerning the services and materials provided under this Agreement are not and will not be in violation of any applicable environmental federal, state, or local statute, law, or regulation dealing with hazardous materials substances or toxic substances.

ARTICLE XXX

Guarantees:

- A. Contractor shall guarantee all materials, parts and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of invoice that the work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the work resulting from such defects at no cost to County. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.
- B. If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any parts or equipment used in the performance of services under this Agreement, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such parts, equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.
- C. Contractor warrants to County that materials, parts, and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

ARTICLE XXXI

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXXII

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXXIII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XXII, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Contractor shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Contractor, if any, to any officer of County.

ARTICLE XXXIV

Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall

comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, military and veteran status of any person, marital status, age, sex, gender, gender identity, gender expression, or sexual orientation. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

ARTICLE XXXV

California Residency (Form 590): All independent contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying that they have a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXXVI

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXXVII

Resolution of Claims: Contractor's attention is invited to Public Contract Code Sections 20104, et seq., for resolution of construction claims, and specifically Section 20104.2. Claims pertaining to this Agreement shall be governed by the provisions of those sections.

Your attention is directed to California Public Contract Code Section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, Section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, Section 9204 requires submission of the claim to nonbinding mediation. Additionally, Section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The claims procedures described herein and in any other contract documents are in addition to the procedures required by Section 9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

ARTICLE XXXVIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Tonya Digiorno, Director, Information Technologies, or successor.

ARTICLE XL

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XLI

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XLII

Partial Invalidity: If any provision, sentence, or word of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, or words will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XLIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XLIV

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XLV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: Laura Schwartz
Laura Schwartz (May 31, 2023 13:49 PDT)

Dated: 05/31/2023

mw
Purchasing Agent
"County"

--EDP ENVIRONMENTS, INC.--

By: Carolyn McDonald
Carolyn McDonald
Chief Executive Officer
"Contractor"

Dated: 5/30/23

By: Lynn McDonald
Lynn McDonald
Secretary

Dated: 5/30/2023

EDP Environments, Inc.

Exhibit A

Scope of Work

PRECISION COOLING SERVICES

(FLOORMOUNT, CEILING, WALLMOUNT & HEAT REJECTION) ESSENTIAL

SERVICE - 4 PM

SERVICE SUMMARY

On-Site Service	Includes four (4) Preventive Maintenance Services, scheduled by the County between 8am-5pm, Monday- Friday (excluding national holidays).
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Customer Services Network Online Internet portal.
Labor & Travel	Includes one hundred percent (100%) labor and travel coverage seven (7) days/week, twenty-four (24) hours/day, within the forty-eight (48) contiguous states.
Service Professional	Performed by trained and authorized technician.

SERVICE PERFORMED

Filters

1. Check for restricted airflow.
2. Replace air filters as needed.
3. Examine filter switch.
4. Wipe entire section clean.

Blower Section

1. Verify that impellers are free of debris and move freely.
2. Check belt for condition and proper tension.
3. Replace belts as needed.
4. Verify that the bearings are in good condition.
5. Check the fan safety switch for proper operation.
6. Check the pulleys and motor mounts for tightness and proper alignment.

Air Cooled Condenser (If Applicable)¹

1. Verify condenser coil cleanliness.
2. Brush clean and spray using hose and nozzle connected to local water source (if local water source is available).
3. Chemical cleaning of outdoor condensing unit is excluded from normal scheduled maintenance and can be performed on a time and material basis.
4. Examine motor mounts for tightness. Tighten if necessary.
5. Verify that the bearings are in good working order.
6. Confirm that the refrigerant lines are properly supported.

¹ Applies to Air Cooled units only

Water/Glycol Condenser (If Applicable)²

1. Check cleanliness of copper tubing.
2. Confirm that the water regulating valves are functioning properly.
3. Check the glycol solution level.
4. Check glycol freeze protection level.
5. Check for water/glycol leaks.

Glycol Pump³

1. Examine for any glycol leaks.
2. Determine proper pump operation.

Steam Generating Humidifier (If Applicable)

1. Check the canister for any deposits.
2. Check the condition of all steam hoses.
3. Examine the water make-up valve for any leaks.
4. Check and adjust potentiometers for optimal performance.

Infrared Humidifier (If Applicable)

1. Check the pan drain for any type of blockage.
2. Examine the humidifier lamps for proper operation.
3. Check the pan for any type of mineral deposits.

Refrigerant Cycle/Section⁴

1. Examine refrigerant lines for leaks or damage.
2. Using the sight glass, check lines for moisture.
3. Monitor suction pressure.
4. Monitor head pressure.
5. Monitor discharge pressure.
6. Check superheat.

Electric Panel, Controls, and Ancillary Items

1. Check fuses.
2. Check electrical connections.
3. Check contactors for pitting.
4. Using microprocessor controls, ensure proper operation of the unit components.
5. Inspect leak detection cabling (if connected to unit).

² Applies to Water Cooled, Glycol Cooled, and GlyCool units only

³ Applies to Water Cooled, Glycol Cooled, and GlyCool units only

⁴ Applies to Air Cooled, Water Cooled, Glycol Cooled, and GlyCool units only

Chilled water units - additional checks (if Applicable):⁵

1. Inspect chilled water valve and actuator for proper operation.
2. Adjust/ tighten linkage if necessary.
3. Inspect internal chilled water piping and coil for leaks.

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes: piping external from the unit, replacement of outdoor condensing unit, components showing physical damage, component failure due to irregular voltage conditions, pumps external to the unit, fire suppression system, unit control upgrades, network panels external to the unit, and leak detection panels. Rental of temporary spot coolers is also excluded.

Inspect Prior to Contract

COUNTY RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, County will provide the following:

Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.

Scheduling: Make dates available for scheduling service. All visits must be requested ten (10) business days in advance of need.

Site Access: Prior to time of scheduled work, provide site access including any County required escort, security clearance, safety training and badging for service personnel.

Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify service personnel of any special requirements for equipment access including lifts, ladders, etc.

Shutdown: Service may require shutdown of load to ensure electrical connection integrity.

Notification: If for any reason the work cannot be performed during scheduled time, notify service personnel twenty-four (24) hours prior to scheduled event.

⁵ Applies to Chilled Water units and units with free cooling only

BATTERY MONITORING SERVICES

BDS – 256 BATTERY DIAGNOSTIC SYSTEM ESSENTIAL

SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes one (1) Preventive Maintenance Service, scheduled by the County between 8am-5pm, Monday- Friday (excluding national holidays).
Response Time	Guaranteed next day response, seven (7) days/week, twenty-four (24) hours/day, within one hundred fifty (150) miles of the Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Customer Services Network Online Internet portal.
Parts	Includes parts coverage (limits may apply; see Assumptions and Clarifications, as applicable, for more details.)
Labor & Travel	Includes one hundred percent (100%) labor and travel coverage seven (7) days/week, twenty-four (24) hours/day, within forty-eight (48) contiguous states and Hawaii.
Service Professional	Performed by factory trained and authorized technician.
Commissioning Service	Includes commissioning service scheduled by the County at the County's convenience (excluding national holidays). Commissioning includes adjustments to the system after single jar battery replacements and system commissioning after full string replacements (does not include batteries, tab washer installation or installation labor).

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
3. Inspect for broken, brittle, damaged, or heat stressed components and cables.
4. Clean any foreign material and dust from internal compartments.
5. Calibrate Data Control Module (DCM).
6. Calibrate Load Module.
7. Clear memory in Controller.
8. Perform any necessary software / firmware upgrades to monitoring system, if applicable.
9. Maintain and archive battery diagnostic system database.
10. Synchronize database with system hardware.
11. Generate battery health inspection report.

ASSUMPTIONS AND CLARIFICATIONS

Commissioning does not include batteries, tab washer installation or installation labor

COUNTY RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, County will provide the following:

Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.

Scheduling: Make dates available for scheduling service. All visits must be requested ten (10) business days in advance of need.

Site Access: Prior to time of scheduled work, provide site access including any County required escort, security clearance, safety training and badging for service personnel.

Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify service personnel of any special requirements for equipment access including lifts, ladders, etc.

Shutdown: Service may require shutdown of load to ensure electrical connection integrity.

Notification: If for any reason the work cannot be performed during scheduled time, notify service personnel twenty-four (24) hours prior to scheduled event.

BATTERY MONITORING SERVICES BDSI

BATTERY DIAGNOSTIC SYSTEM

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes one (1) Preventive Maintenance Service, scheduled by the County between 8am-5pm, Monday- Friday (excluding national holidays).
Response Time	Guaranteed next day response, seven (7) days/week, twenty four (24) hours/day, within 150 miles of a Service City.
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Customer Services Network Online Internet portal.
Labor & Travel	Includes 100% labor and travel coverage 7 days/week, 24 hours/day, within the 48 contiguous states and Hawaii.
Commissioning Service	Includes commissioning service scheduled by the customer between 8am-5pm, Monday-Friday (excluding national holidays). Commissioning includes adjustments to the system after single jar battery replacements and system commissioning after full string replacements (does not include batteries, tab washer installation or installation labor).

SERVICE PERFORMED

1. Perform a complete visual inspection of the equipment, including sub-assemblies, wiring harnesses, contacts, cables and major components.
2. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
3. Inspect for broken, brittle, damaged, or heat stressed components and cables.

ASSUMPTIONS AND CLARIFICATIONS

Commissioning does not include batteries, tab washer installation or installation labor

COUNTY RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, County will provide the following:

Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.

Scheduling: Make dates available for scheduling service. All visits must be requested ten (10) business days in advance of need by contacting the Customer Resolution Center at 1-800-543-2378.

Site Access: Prior to time of scheduled work, provide site access including any County required escort, security clearance, safety training and badging for service personnel.

Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify service personnel of any special requirements for equipment access including lifts, ladders, etc.

Shutdown: Service may require shutdown of load to ensure electrical connection integrity.

Notification: If for any reason the work cannot be performed during scheduled time, notify service personnel twenty four (24) hours prior to scheduled event.

UNINTERRUPTIBLE POWER SYSTEMS

ALL 3-PHASE MODELS

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes one (1) Preventive Maintenance Service, scheduled by the County between 8am-5pm, Monday- Friday (excluding national holidays).
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Customer Services Network Online Internet portal.
Labor & Travel	Includes one hundred percent (100%) labor and travel coverage seven (7) days/week, twenty four (24) hours/day, within the forty eight (48) contiguous states and Hawaii.

PROPRIETARY SERVICE TOOLS AND SOFTWARE

Customer Engineers (CEs) are the only authorized, factory- trained and OEM-supported service providers for equipment with access to proprietary service tools and software to ensure optimal equipment performance.

Using proprietary software PPvis™, Paramset™, and WinSVT™ CEs apply knowledge base to diagnose, configure and optimize your equipment.

Our product is the only authorized source for critical proprietary firmware updates providing your equipment the latest version of operational firmware to ensure equipment is running at optimal performance and efficiency levels.

Our product exclusively enables:

- Access to OEM engineering support and product enhancements.

- Optimized methods of procedure for efficient service supported by proprietary documentation.

- Improved MTBR and MTTR.

- Root cause forensic analysis.

- Continual improvements with tested and certified updates for software and hardware improvements throughout the equipment's lifecycle.

- CEs to be equipped with proprietary service documentation that provides access to the latest method of procedures and event data to return equipment online in the most efficient manner possible.

- Benchmarking against the entire service population to identify service trends and provide solutions rapidly or before they occur, reducing or eliminating customer events and outages.

Service CEs are trained in NFPA 70E and OSHA best practices, and all processes and procedures strictly comply with NFPA 70E industry standards.

SERVICE PERFORMED

Annual Service

1. Perform temperature check on all breakers, connections, and associated controls. Repair and/or report all high temperature areas.
2. Perform a complete visual inspection of the equipment including subassemblies, wiring harnesses, contacts, cables, and major components.
3. Check air filters for cleanliness. (if applicable)
4. Check rectifier and inverter snubber boards for discoloration.
5. Conduct diagnostic review with proprietary access to internal event logs.
6. Record all voltage and current meter readings on the module control cabinet or the system control cabinet.
7. Measure and record the dc float voltage at the UPS and at the battery
8. Measure and record the ripple voltage and current
9. Check power capacitors for swelling or leaking oil (if applicable).
10. Check power capacitors for swelling or leaking oil (if applicable).
11. Check for DC capacitor vent caps that have extruded more than 1/8" (if applicable).
12. Measure and record harmonic trap filter currents (if applicable).
13. Check the inverter and rectifier snubbers for burned or broken wires.
14. Check all nuts, bolts, screws, and connectors for tightness and heat discoloration.
15. Check fuses on the DC capacitor deck for continuity (if applicable).
16. With customer approval, perform operational test of the system, including unit transfer and battery discharge.
17. Calibrate and record all electronics to system specifications.
18. Check or perform Engineering Field Change Notices (FCN) as necessary.
19. Measure and record all low-voltage power supply levels.
20. Record phase-to-phase input voltage and currents.
21. Record real and apparent power for each phase.
22. Review system performance with customer to address any questions and to schedule any repairs.

Battery Inspection Service - Performed During the UPS Annual PM Service

1. Check integrity of battery cabinet (if applicable).
2. Perform a visual inspection of the battery, battery cabinet or rack and battery room and note any deficiencies and recommendations.

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes batteries, air filters, proactive full bank capacitor replacement and fan replacement. Customer should check air filters monthly for cleanliness and replace as necessary.

Maintenance does not include System Control Cabinet, Power Tie, Breaker Cabinets, Load Bus Sync or Maintenance Bypass Cabinets.

The Battery Inspection Service listed above is only a visual inspection and is not intended to replace a full preventive maintenance program for the battery system.

Modular designed UPS systems may have less accessibility to listed "if applicable" checks above due to the design and usage of certain UPS systems.

COUNTY RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, County will provide the following:

Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.

Scheduling: Make dates available for scheduling service. All visits must be requested ten (10) business days in advance of need by contacting the Customer Resolution Center at 1-800-543-2378.

Site Access: Prior to time of scheduled work, provide site access including any County required escort, security clearance, safety training and badging for service personnel.

Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify service personnel of any special requirements for equipment access including lifts, ladders, etc.

Shutdown: Service may require shutdown of load to ensure electrical connection integrity.

Notification: If for any reason the work cannot be performed during scheduled time, notify service personnel twenty four (24) hours prior to scheduled event.

**POWER DISTRIBUTION SYSTEMS ALL
MODELS**

ESSENTIAL SERVICE - 1 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes one (1) Preventive Maintenance Service, scheduled by the County between 8am-5pm, Monday- Friday (excluding national holidays).
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Customer Services Network Online Internet portal.
Labor & Travel	Includes one hundred percent (100%) labor and travel coverage seven (7) days/week, twenty-four (24) hours/day, within the forty eight (48) contiguous states and Hawaii.
Service Professional	Performed by factory trained and authorized technician.

Full Preventive Maintenance Service

1. Perform a complete visual inspection of the interior and exterior of equipment for any damaged or broken components.
2. Verify equipment is properly grounded and that the phase, neutral and ground wiring is in accordance with the Installation manual.
3. Check for proper clearance around the unit.
4. Clean interior of equipment for dirt and debris.
5. Inspect all circuit breaker(s), terminal blocks, and ground/neutral bus bar connections for tightness.
6. Inspect junction box terminals for tightness (if applicable).
7. Conduct a thermal scan of interior components, assemblies, and connectors for evidence of overheating and/or burnt components.
8. Inspect all option assemblies, associated cabling/wiring, and connectors for tightness (if applicable).
9. Verify all installed options are operating properly (if applicable).
10. Verify continuity of all fuses (if applicable).
11. Measure voltage and current at each panelboard main input breaker (phases, neutral and ground).
12. Verify all monitoring options (if applicable) are displaying values within preset parameters.
13. Check or perform Engineering Field Change Notices (FCN) as necessary.
14. Configuration of the LDM/LDMF (For Newly installed branch circuit breakers).

1. Verify firmware and update as required.
2. Verify the location, alarm set points, number of poles, and address of every newly installed breaker.
3. Verify the CT ratio for every newly installed breaker.
4. Demonstrate use of software tools. (if applicable)
5. (Excludes interoperability with SiteScan and Building Management Systems)
6. Save the configuration file to a laptop as a backup for customer. (If applicable)

ASSUMPTIONS AND CLARIFICATIONS

Parts coverage excludes branch circuit breakers.

COUNTY RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, County will provide the following:

Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.

Scheduling: Make dates available for scheduling service. All visits must be requested ten (10) business days in advance of need by contacting the Services Customer Resolution Center at 1-800-543-2378.

Site Access: Prior to time of scheduled work, provide site access including any County required escort, security clearance, safety training and badging for service personnel.

Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify service personnel of any special requirements for equipment access including lifts, ladders, etc.

Shutdown: Service may require shutdown of load to ensure electrical connection integrity.

Notification: If for any reason the work cannot be performed during scheduled time, notify service personnel twenty-four (24) hours prior to scheduled event.

STATIONARY BATTERY SYSTEMS
VRLA (SEALED) BATTERY ESSENTIAL
SERVICE - 4 PM

SERVICE SUMMARY

Feature	Detail
On-Site Service	Includes one (1) Preventive Maintenance Service, scheduled by the County between 8am-5pm, Monday- Friday (excluding national holidays).
Customer Support	Includes access to the Customer Resolution Center (1-800-543-2378) and the Customer Services Network Online Internet portal.
Labor & Travel	Includes one hundred percent (100%) labor and travel coverage seven (7) days/week, twenty-four (24) hours/day, within the forty eight (48) contiguous states and Hawaii.
Battery Recycling	Includes battery recycling as required, with documentation meeting EPA requirements.

SERVICE PERFORMED

Quarterly Service

1. Inspect the appearance and cleanliness of the battery and the battery room. Clean normal cell top dirt accumulation (to be done only with battery off line).
2. Measure and record the total battery float voltage and charging current.
3. Measure and record overall AC ripple voltage.
4. Measure and record overall AC ripple current.
5. Visually inspect the jars and covers for cracks and leakage.
6. Visually inspect for evidence of corrosion.
7. Measure and record the ambient temperature.
8. Verify the condition of the ventilation equipment, if applicable.
9. Verify the integrity of the battery rack/cabinet.
10. Randomly measure and record 10% of the cell temperatures.
11. Measure and record the float voltage of all cells.
12. Measure and record all internal Ohmic values.
13. Provide a detailed written report noting any deficiencies and corrective action needed, taken, and/or planned.

Annual and Semi-Annual Service (plus Quarterly Service)

1. Re-tighten all connections to the battery manufacturer's specifications, if applicable. Refer to the manufacturer's literature to determine if re-tightening is required.
2. Measure and record all battery connection Ohmic values, when applicable.
3. Measure and record 100% of the cell temperatures.
4. Minor corrective maintenance performed as required.

ASSUMPTIONS AND CLARIFICATIONS

Does not include labor for full-string replacement.

COUNTY RESPONSIBILITIES

In order to provide timely, accurate and thorough execution of the services described herein, County will provide the following:

Point of Contact: Provide an authorized point of contact(s), specific for the scope of work, for scheduling and coordination purposes.

Scheduling: Make dates available for scheduling service. All visits must be requested ten (10) business days in advance of need by contacting the Customer Resolution Center at 1-800-543-2378.

Site Access: Prior to time of scheduled work, provide site access including any County required escort, security clearance, safety training and badging for service personnel.

Equipment Access: Convenient access to the equipment covered by the Scope of Work. Prior to scheduled time of work, notify service personnel of any special requirements for equipment access including lifts, ladders, etc.

Shutdown: Service may require shutdown of load to ensure electrical connection integrity.

Notification: If for any reason the work cannot be performed during scheduled time, notify service personnel twenty-four (24) hours prior to scheduled event.

EDP Environments, Inc.

Exhibit B

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES ☒ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES ☒ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

May 30, 2023

Date

EDP Environments, Inc.

Type or write name of company



Signature of authorized individual

Lynn McDonald

Type or write name of authorized individual