

ORIGINAL

AGREEMENT FOR SERVICES #2985

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Capital Engineering Consultants, Inc., a California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 11020 Sun Center Drive, Suite 100, Rancho Cordova, California 95670 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, County has determined that it is necessary to obtain a Consultant to provide engineering commissioning services regarding the Public Safety Facility Project for the County of El Dorado's Facilities Division; and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

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

ARTICLE I

Scope of Services: Consultant shall perform all professional and technical services and shall make available Consultants own personnel, subconsultants, materials and equipment necessary to perform the services, work, and tasks outlined in Exhibit "A" marked "Scope of Work" incorporated herein and made by reference a part hereof (hereafter the "Work").

Upon full execution of this Agreement, the Contract Administrator will issue a single written Notice to Proceed for all of the tasks and services to be provided as indicated in Exhibit A. Consultant shall not commence work on any of the tasks or services until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in the

Notice to Proceed. The schedule for tasks and services shall be mutually agreed upon by the Contract Administrator and Consultant.

The Work shall include contingency services as authorized by the Contract Administrator. Contingency Services shall include, but not be limited to, mechanical and electrical engineering assessment, review and design and any other ancillary services necessary related to the Public Safety Facility Project and that are outside the scope of work outlined in Exhibit A.

For Contingency Services, the Contract Administrator will issue a separate written Work Order to Consultant for each Contingency Services work assignment identifying the description of the work, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed and a not-to-exceed cost to complete the work. Consultant shall not commence Contingency Services work until receiving the written Work Order. No payment will be made for any work performed prior to the issuance of the written Work Order.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the date of the Notice to Proceed.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables described in the Notice to Proceed issued pursuant to this Agreement, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, monthly in arrears and within forty-five (45) days following the County's receipt and approval of invoice(s) identifying services rendered.

For the purposes hereof, any Contingency Services, if authorized, shall be billed on a time and materials basis in accordance with Exhibit "B" marked "Fee Schedule" incorporated herein and made by reference a part hereof. Subconsultant and reimbursable expenses shall be billed at cost plus ten percent 10%.

The total amount of this Agreement, inclusive of all costs, contingency services, and of all work of subconsultants and expenses, shall not exceed \$111,550.00. Invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or backup documentation.

Invoices shall follow the format specified by County and shall reference this Agreement number on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Facilities Management
3000 Fairlane Court, Suite 1
Placerville, California 95667
Attn.: Russell Fackrell, Facilities Manager

or to such other location as County directs.

In the event that Consultant fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in **Article XV – Default, Termination, and Cancellation**.

ARTICLE IV

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

ARTICLE V

Engineering License: The Consultant hereby warrants and represents that Consultant is licensed to practice Engineering as required by the State of California. The Consultant agrees to provide professional services that reflect the standards of professional care. Consultant also hereby represents and warrants that Consultant and any of its subconsultant employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE VI

Ownership of Rights: County and Consultant hereby expressly agree that all plans, details, and calculations produced by Consultant, its agents, representatives, employees, or subconsultants, shall be considered a "work made for hire" within the meaning of 17 USC Sec. 101. County shall have sole ownership of all rights, for all purposes, in each completed work, and unused portions thereof, including the copyrights.

ARTICLE VII

HIPAA Compliance: All data, together with any knowledge otherwise acquired by Consultant during the performance of services provided pursuant to this Agreement, shall be treated by Consultant and Consultant's staff as confidential information. Consultant shall not disclose or use, directly or indirectly, at any time, any such confidential information. If the Consultant receives any individually identifiable health information ("Protected Health Information" or

"PHI"), the Consultant shall maintain the security and confidentiality of such PHI as required by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder.

ARTICLE VIII

Confidentiality of Data: All data and information relative to the County operations, which is designated confidential by the County and made available to the Consultant in order to carry out this Agreement shall be protected by the Consultant from unauthorized use and disclosure.

Permission, granted by the County, to disclose information on one occasion or at public hearing held by the County relating to the Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasions.

The Consultant shall not comment publicly to the press or any media regarding this Agreement or the County's actions on the same, except to the County's staff, Consultant 's own personnel involved in the performance of this Agreement, at public hearings or in response to questions from the Board of Supervisors.

The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding services performed or to be performed under this Agreement without prior review of the contents thereof by the County and receipt of the County's written permission.

ARTICLE IX

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 X

Consultant 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 agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE XI

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant 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 XII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subConsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE XIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado 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 fiscal 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 the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIV

Audit by California State Auditor: Consultant acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XV

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. 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 on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant 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 upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant 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 XVI

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 addressed as follows:

COUNTY OF EL DORADO
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, CA 95667
ATTN: Russell Fackrell, Facilities Manager

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO
Chief Administrative Office
Procurement and Contracts Division
360 Fair Lane
Placerville, CA 95667
ATTN: Purchasing Agent

Notices to Consultant shall be addressed as follows:

CAPITAL ENGINEERING CONSULTANTS, INC.
11020 Sun Center Drive, No. 100
Rancho Cordova, CA 95670
ATTN: John Lionakis, Vice President

or to such other location as the Consultant directs.

ARTICLE XVII

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County 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 XVIII

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys 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 Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subConsultant(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIX

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker’s Compensation and Employer’s Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above 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, Consultant 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 Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant 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 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. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant 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 the 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. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant 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. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XX

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XXI

Interest of Consultant: Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

ARTICLE XXII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in the Article in the Agreement titled, "Default, Termination and Cancellation".

ARTICLE XXIII

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Consultant 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 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in 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. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant'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 XXIV

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Consultant will be required

to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XXV

Nonresident Withholding: If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

ARTICLE XXVI

Taxpayer Identification Number (Form W-9): All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XXVII

County Business License: 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 Code Section 5.08.070.

ARTICLE XXVIII

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

ARTICLE XXIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

ARTICLE XXX

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 to the obligations set forth herein.

ARTICLE XXXI

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

ARTICLE XXXII

Venue: 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 XXXIII

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 XXXIV

USDA Requirements: Consultant shall comply with all USDA Requirements outlined in Exhibit "C" marked "USDA Requirements" incorporated herein and made by reference a part hereof.

ARTICLE XXXV

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.

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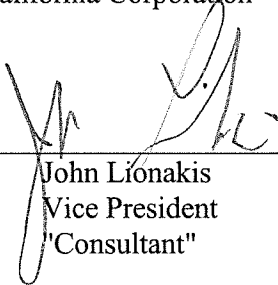
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____
Purchasing Agent
Chief Administrative Office
"County"

-- CONSULTANT --

CAPITAL ENGINEERING CONSULTANTS, INC.
A California Corporation

By:  _____ Dated: 5-15-18
John Lionakis
Vice President
"Consultant"


By:  _____ Dated: 5-15-18
Corporate Secretary

EXHIBIT A – SCOPE OF WORK

**COUNTY OF EL DORADO
PUBLIC SAFETY FACILITY COMMISSIONING**

Building	Code Requirement	Recommended Cx* Scope	Estimated Cx* Scope Fee	Emergency Power Cx*	Emergency Power Cx* Fee
Public Safety (60,000 sf)	T24 Cx	Enhanced	\$36,980	Yes	\$20,160
Evidence (11,400 sf)	T24 Cx	Enhanced	\$13,820	Yes	
Morgue (3,800 sf)	Testing and Adjusting	Enhanced	\$8,870	Yes	
Shooting Range (12,900 sf)	T24 Cx	T24 Cx	\$12,340	N/A	N/A
Special Ops and Training (13,200 sf)	T24 Cx	T24 Cx	\$13,110	N/A	N/A
All Scopes			\$76,390		\$20,160
Total Cx Fee	\$96,550				

* Cx = Commissioning

Contingency Services - \$15,000

Total Not-to-Exceed Amount: \$111,550.00

The fees listed above and their distributions among the tasks are estimates only. In the performance of the scope of services, Consultant may request to reallocate the expenses listed herein among various items of work identified herein, subject to Contract Administrator's written approval. In no event shall the total not-to-exceed amount of \$111,550 be exceeded.

Mechanical, Plumbing and Related Controls Scope of Work:

Planning Phase

- Review and Comment on Owner Project Requirements (OPR): The OPR is the foundation from which the Design-Builder and their architects and engineers (“Project Team”) develops the design. It is the County’s statement of: “What I want”. Review of these requirements provides grounding to the commissioning team and is the basis against which all other activities are performed. At this point the bridging documents prepared by third party consultants directly hired by the County can be used as OPR and unless otherwise directed by the County will be considered final and ready to be used as reference document.

Design Phase

- Review and Comment on Basis of Design (BOD): The BOD is the response of Design-Builder and their architects and engineers (“Design Team”) to OPR document. It is the Design Team declaration of: “What County Gets”. Title 24 requires that BOD that is prepared by Design Team and reviewed by Commissioning Agent (CxA) to confirm alignment with OPR. Consultant will collaborate with the Engineer of Record (EOR) to get the right information in the document to enable development of suitable functional test plans.
- Develop the Commissioning Plan: The commissioning plan is the fundamental commissioning process management document. It describes all phases of the commissioning work and includes the OPR, BOD, team member roles and responsibilities, staff training, and the systems to be commissioned.
- Review Commissioning Specifications: The commissioning specification provides specific technical requirements and Design-Builder direction to fulfill the commissioning process. Recommend changes or exceptions if appropriate.
- Design Review: Consultant will perform a design review at 90% Construction Documents (CDs) and a back check during County review comment correction.
- Title 24 design phase Commissioning (Cx) review forms will be completed to confirm compliance with code requirements.

Construction Phase

- Construction will take place in two major phases:
 - Public Safety Building and Evidence buildings are built during the first phase; and
 - Morgue, Shooting Range and Special Operations and Training Buildings will be built as part of the second phase of construction which currently lags the first phase by up to five (5) months.
- Commissioning Kick-off Meeting: Meeting is intended to define commissioning team members and coordinate responsibilities of all team members as defined by Cx plan document. This meeting will happen during early construction and all disciplines involving commissioned systems are required to attend.

- Construction Submittal Review: Perform a selected review of equipment associated with commissioned systems. Review to focus on performance, maintenance and controls (Enhanced Scope).
- Review of Pre-Functional Testing Forms (provided by Design-Builder and reviewed by Consultant; Consultant can provide drafts if the Design-Builder doesn't have suitable forms): Pre-functional tests confirm a level of completeness of the installation, a completed pre-functional test says the system is ready to be functionally tested. Consultant will review the Design-Builder's submission for completeness (Enhanced Scope).
- Installation Confirmation: No formal installation verification will be included since this area is covered by other third-party entities, i.e. Inspector of Record (IOR) and Design Team Construction Administration staff. However, commissioning agent will review installation for maintenance access and operation during site visits and has the authority to make comments on installation practices and / or any areas of concern.
- Review of Training Plans for Commissioned Systems: With expected staff turnover exceeding five (5) times during the life of the building, it is important to not only train staff properly but to provide them with the tools necessary to train their successors. Review of Design-Builder training plans against project specifications as well as for format and content assures completeness and continued value to County Functional test forms. Consultant shall develop functional tests for all commissioned systems. Due to equipment specific differences and possible substitutions, plus the fact the Design-Builder executes the tests, it is incumbent on the Design-Builder to collaborate on these. The Design-Builder shall review the proposed commissioning tests, and if needed has their equipment vendors review the proposed tests from a warranty perspective. Design-Builder provides input on the field test forms and submits back to the commissioning provider for final incorporation.
- Commissioning Meetings: Meetings to help facilitate the commissioning process, site commissioning meetings will be conducted. Four (4) combined meetings and site inspections are foreseen per each of the two (2) main construction phases; however, if the timing is right, one (1) or more meetings may overlap and be suitable for both phases.
- Functional Performance Test Witnessing: Using the functional test forms, the Design-Builder will run each system through its tests. A sample of the systems will be tested by CxA. Up to four (4) days of functional testing are foreseen per construction phase.
- Issues Close Out: At least two (2) back-check site visits are foreseen per construction phase to witness and confirm that all Cx related issues identified during earlier phases of commission are addressed to County's satisfaction.
- Systems Manual: In accordance with the Title 24 requirements and Project specifications, Consultant shall compile a Systems Manual that consists of the following: County's project requirements (by County); basis of design (by designer); space and use descriptions, single line drawings and schematics of

major systems (by designer); control drawings, sequence of control (by Design-Builder); and table of set points and implications when changing them, schedules, instructions for operation of each piece of equipment for emergencies, seasonal adjustment, start-up and shutdown, instructions for energy savings operations and descriptions of the energy savings strategies in the facility, recommendations for recommissioning frequency by equipment type, energy tracking recommendations (all by Commissioning provider).

- Operator Training: Consultant shall review and comment on Design-Builder's training and demonstration plan for facility personnel and staff as necessary. CxA will not be responsible for witnessing the training sessions however; if requested, Consultant will attend a training session to provide feedback.
- CxA is not responsible for recording the training sessions.

Warranty Period (Enhanced Scope):

- Coordinate and supervise required opposite season or deferred testing and deficiency corrections and provide the final testing documentation for the Commissioning Record and Original Equipment Manufacturer (O&M) manuals. Up to three (3) site visits are assumed.
- Return to the site at ten (10) months into the twelve (12) month warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also, interview facility staff and identify problems or concerns they have with operating the building as originally intended. Make suggestions for improvements to and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports, documents, and requests for services to remedy outstanding problems.

Mechanical, Plumbing and Related Controls Assumptions:

(Combined scope assumptions are listed below)

- Title 24 Minimum Code required Cx services and CALGreen Cx services included.
- Commissioned Systems: Heating, ventilation, and air conditioning (HVAC), HVAC controls, Lighting Controls, Plumbing, Irrigation.
- Excluded Systems: Low Voltage Systems, Electrical Distribution, Renewable Energy.
- This project is not pursuing Leadership in Energy and Environmental Design (LEED) or Living Building Challenge (LBC).
- Two (2) primary phases of construction is assumed.
- Project delays beyond three (3) months are not foreseen.
- One (1) design review during construction drawing phase included.

- One (1) design back-check is included.
- Ten (10) combined meetings / installation verification.
- Up to ten (10) days of functional testing on minimum 50% sample of equipment per building (non-critical repeated equipment).
- Four (4) issues close out site visits.
- Up to four (4) site visits during post occupancy phase and ten (10) month warranty review phase are foreseen.
- CxA is not responsible for scheduling or recording training sessions.
- Commissioning Construction Manager (CxM) hired by Design-Builder is assumed to be the point of contact for the CxA.

Emergency Power Scope of Work:

Design Phase

- Attend kickoff meeting.
- Review and comment on Basis of Design.
- Suggest inclusion of specific testing requirements for Emergency Power System (EPS).

Early Construction Phase

- Thoroughly review equipment submittals in parallel with the Design Team; look at the entire system for coordination when evaluating each individual submittal.
- Attend Design-Builder's submittal and coordination reviews related to the EPS; often the CxA is the only one that looks at the entire system as a whole.

Construction Phase

- Attend the Design-Builder's pre-installation meeting for the Environmentally Preferable Products components and have testing procedures written for review during the meeting.
- Assist the Design-Builder and subcontractors with completion of System Verification Checklists; coordinate required supporting documentation.
- Ensure all National Electrical Testing Association (NETA) acceptance testing is completed (if required) prior to energizing any power equipment.
- Attend equipment startups – this is usually a good time to check alarming coordination.
- Attend load bank testing of expanded polystyrenes and uninterrupted power supplies (UPSs) if separate from functional performance testing.

Acceptance Phase

- EPS Functional Performance Testing Sequence
 - Fuel Oil System – ensure pumping, level controls and alarming are operational.
 - EPS Room Ventilation – ensure activation when EPS is operating.
 - EPS Testing – Verify all required alarming both locally and remote; perform required load bank testing.
 - Automatic Transfer Switches – Verify all sequences, bypass, isolation and alarming under building load.
 - Uninterruptible Power Sources – Verify all sequences, alarming, static switches and maintenance bypass.
- Integrated Systems Testing
 - Normal Operation– Document status of all systems on normal power under normal operation.
 - Transfer to Emergency – Disconnect normal power to the building and observe the EPS system operate in automatic to restore critical power.
 - Emergency Power Verification – Verify life safety lighting, fire alarm sequences under emergency power, and operation of critical HVAC and plumbing systems
 - Failure Scenarios – Verify systems with redundancy by intentionally failing components and observing recovery.
 - Return to Normal Power – Verify transfer of EPS back to normal power for stability and continuity of service during transfer.

Occupancy Phase

- County Training
 - Observe and contribute to County Training Activities; often the CxA understands the entire system better than individual vendors.
 - Ensure the O&M information meets the specification and is used during the training sessions.
 - Ensure the training includes both classroom time and field training.

EXHIBIT B

Capital Engineering Consultants, Inc. 2018 Billing Rates

Sr. Principal	\$230.00 / hour
Principal	\$210.00 / hour
Director	\$200.00 / hour
Sr. Project Manager	\$190.00 / hour
Project Manager	\$182.00 / hour
Field Services	\$180.00 / hour
Senior Engineer	\$164.00 / hour
Engineer	\$149.00 / hour
Senior Designer	\$139.00 / hour
Designer	\$128.00 / hour
Technician / CADD	\$118.00 / hour
Intern	\$113.00 / hour
Project Administrator	\$98.00 / hour
Sr. Admin.	\$67.00 / hour
Clerical / Admin.	\$54.00 / hour

Reimbursable Expenses

Reimbursable expenses include: Postage other than for general correspondence; plan check permit and inspection fees required by governing bodies; plotting of CADD originals; printing and reproduction costs applicable to project submissions to client or review agencies; toll calls; Overnight or daily delivery service when required to meet a need of the client not the fault of the Engineer or to meet a previously agreed to submission date.

Reimbursable expenses will be billed at actual cost plus a service charge of 10%.

CECI Tax ID No. 94-1492674

Exhibit C

USDA Requirements

Equal Employment. Pursuant to Labor Code Section 1735, the Fair Employment and Housing Act (Gov. Code Section 12900 et seq.), California Administrative Code, Title 2, sections 7285 et seq., Government Code Sections 11135-11139.5, Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by Department of Labor regulations 41 CFR Part 60, and other Applicable Law, the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or disability on this Project. The Consultant will take affirmative action to ensure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or disability. Consultant will maintain policies in compliance with California state and federal law regarding equal employment opportunities through-out the duration of this Project.

Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the Services performed herein. Consultant 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.

Anti-Kickback. Consultant will comply with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that Consultant will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled.

Audit Right.

The County may audit Consultant records at any time throughout the duration of the Project and for a period up to three (3) years after final payment is made and all other pending matters upon are closed. Consultant will be provided with ten (10) business days' written notice. The audit will take place during normal business hours and will be coordinated with Consultant. Consultant will produce all records related to its Fee, as amended, invoices, as well as any other Project records deemed necessary by the County Contract Administrator to substantiate charges related to the Services. Should the audit indicate that Consultant's records were fraudulently or negligently prepared or maintained, the County reserves the right to seek damages and legal remedies from Consultant.

County, USDA Rural Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to a specific federal loan program for the purpose of making audits, examinations, excerpts, and transcriptions. Consultant shall maintain all required records for a period of three (3) years after final payment is made and all other pending matters are closed.

State Energy Conservation Plan. Consultant 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. 94-163).

Rural Development Concurrence. This Agreement shall not be effective unless and until concurred in writing by the USDA Rural Development State Director or designee.

Clean Air and Water Act. Consultant 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 (EPA) regulations 40 CFR part 15, which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Consultant shall report violations to the EPA.