

W.W. Grainger, Inc.
Facility Condition Assessment Services

AGREEMENT FOR SERVICES #6044

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 W.W. Grainger, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 100 Grainger Parkway, Lake Forest, Illinois 60045, and whose local and mailing address is 3691 Industrial Boulevard, West Sacramento, California 95691 (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Chief Administrative Office, Facilities Division, with facility condition assessment services;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services described in ARTICLE I Scope of Work; that it is an independent and bona fide business operations, 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;

WHEREAS, County has determined that the provision of such services provided by Consultant 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, Chapter 3.13.030(b), El Dorado County Charter, Section 210(b)(6), and/or Government Code Section 31000;

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

ARTICLE I

Scope of Work: Consultant 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.]

Consultant agrees to furnish, at Consultant's own cost and expense, personnel, subconsultants, tools, vehicles, equipment, materials, and services necessary to

perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. Consultant shall complete those services and tasks in accordance with Exhibit B, marked "Project Schedule," and Exhibit C, marked "Work Locations," incorporated herein and made by reference a part hereof.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees perform the services and tasks required under this Agreement accordingly.

Consultant 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. Consultant shall receive direction from County's Contract Administrator.

Exhibit A also outlines the scope of Consultant's subconsultant responsibilities. All of the tasks included in the Scope of Work are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultants for services rendered under this Agreement.

If a submittal or deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft (MS) Office 2010 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator. Failure to submit the required deliverables in the format required shall be grounds for termination of the Agreement, as provided in ARTICLE XV, Default, Termination, and Cancellation, herein.

ARTICLE II

Term: This Agreement shall become effective from the date specified in the official Notice to Proceed with the Work, which shall be attached to this Agreement as an addendum and shall become part of this Agreement and shall expire one (1) year thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified herein, County agrees to pay Consultant 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 invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B. Subconsultants' services and outside services authorized herein shall be invoiced at Consultant's cost, for the services rendered. Any invoices that include subconsultant services shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Percentage of completion of work as outlined in Exhibit B shall be determined by County's Contract Administrator.

The total amount of this Agreement shall not exceed \$139,946, inclusive of all work of subconsultants, and all costs, taxes, and expenses.

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 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
Chief Administrative Office
3000 Fairlane Court, Suite One
Placerville, California 95667
Attn.: Russ Fackrell
Facilities Division Manager

or to such other location as County directs.

In the event that Consultant 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 XV, Default, Termination, and Cancellation, herein.

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

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County

all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE VI

Standards for Work: Consultant shall perform all services in a manner consistent with the level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality and under similar conditions.

All of Consultant's services and deliverables must adhere to and be in full compliance with ARTICLE I, Scope of Work, and shall be made available to County for review and approval at the appropriate stages specified in the Agreement or upon request by County's Contract Administrator.

Consultant has full responsibility for the accuracy and completeness of the deliverables, reports, and such other documents that may be required for the tasks or items of work assigned. Assistance, cooperation, and oversight by County or other regulatory agencies will not relieve Consultant of this professional responsibility.

All work must be performed and work products prepared in a format and manner customarily anticipated by County and/or other appropriate agencies.

ARTICLE VII

Security and Confidentiality Requirements: Consultant agrees to comply with the following security and confidentiality requirements and shall ensure the compliance of Consultant's employees, subconsultants, and personnel (collectively referred to as "Consultant") as follows:

- A. When performing services under this Agreement, only Consultant's authorized employees and personnel are allowed on the premises of the County facilities that are the subject of this Agreement ("Subject Facilities").
- B. When performing services under this Agreement, Consultant shall not turn on or use any County electronic devices and shall not read any computer or digital screens, County documents, or written materials located in the Subject Facilities.
- C. Consultant shall not remove any written materials from the Subject Facilities except those placed in the trash by County employees. Consultant shall treat all materials removed from the Subject Facilities for disposal as confidential and shall take reasonable measures to ensure such materials are not accessible to or used by any person for any purpose other than proper disposal.
- D. Consultant shall comply with all additional security procedures applicable to the Subject Facility that are provided to Consultant by County's Contract Administrator or other designated agent for County.

- E. Consultant shall not disclose any information learned during the performance of services under this Agreement to any third party.
- F. Consultant shall be responsible for turning off all lights and locking all doors in all offices when leaving the Subject Facilities. Consultant shall further be responsible for all keys issued to him/her for Subject Facilities and shall return said keys upon termination of this Agreement or upon County's Contract Administrator's request. If the keys are lost or Consultant cannot return the keys for any reason, Consultant shall be responsible for the cost of reproducing or replacing said keys and rekeying locks at the request and in the sole discretion of County.

The provisions of this Agreement relating to Security and Confidentiality shall survive after the expiration or earlier termination of this Agreement.

ARTICLE VIII

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. There shall be no change in subconsultants, which shall be established at the commencement of this Agreement, without prior written approval by County's Contract Administrator.

ARTICLE IX

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 understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant 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 Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE X

Confidentiality: Consultant and any subconsultants authorized under this Agreement 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. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Chief Administrative Office Facilities Division 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 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. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in ARTICLE I, Scope of Work, for the particular tasks, work and deliverables pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized pursuant to this Agreement. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

ARTICLE XII

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. 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 the terms of this Agreement. Consultant 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 Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

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 Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County. 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 and subconsultants. 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, agents, associates, representatives, or subconsultants.

Consultant, including any subcontractor or employees of Consultant, 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. Consultant 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 Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant 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 Consultant provides for its employees.

Consultant 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 XIII

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 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 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 Agreement, all books, records, subconsultant records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XV

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 Consultant 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 Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant 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 Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant 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 Consultant in this Agreement proves to have been false or misleading in any respect.

3. Consultant 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 XXII, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
 - C. Ceasing Performance: County may terminate this Agreement immediately 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, 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 Consultant, 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, 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 in duplicate and addressed as follows:

To County:

County of El Dorado
 Chief Administrative Office
 Facilities Division
 3000 Fairlane Court, Suite One
 Placerville, California 95667

Attn.: Russell Fackrell
 Facilities Division Manager

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 Consultant shall be addressed as follows:

W.W. Grainger, Inc.
3691 Industrial Boulevard
West Sacramento, California 95691

Attn.: Benjamin Nichols, Vice President, Government

or to such other location as 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 as provided in ARTICLE XVI, 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 XVIII

Indemnity: To the fullest extent permitted by law, Consultant 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 Consultant 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 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 County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' 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 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.

- D. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- E. 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.
- F. Consultant 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, 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 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.
- G. 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.
- H. Consultant'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 Consultant's insurance and shall not contribute with it.
- I. 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- J. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- K. 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.

- L. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- M. 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.
- N. 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.
- O. Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE XX

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 XXI

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 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 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 Consultant 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.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of the Consultant, 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 Consultant becomes aware of a conflict of interest related to this Agreement, Consultant 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 XV, Default, Termination, or 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 and its subconsultants, if any, 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, subconsultants, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, 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 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 4.1 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 executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 Title 2, California Code of Regulations, Section 11102.

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 limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant 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 Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXV

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 XXVI

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. Consultant 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 XXVII

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 XXVIII

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 XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Division 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 the obligations set forth herein.

ARTICLE XXXI

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

ARTICLE XXXII

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 XXXIII

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 XXXIV

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: _____

Dated: _____

Purchasing Agent
Chief Administrative Office
"County"

-- W.W. GRAINGER, INC. --

By: _____

Dated: _____

Benjamin Nichols
Vice President, Government
"Consultant"

W.W. Grainger, Inc.

Exhibit A

Scope of Work

Consultant shall conduct assessments of County facilities and create a set of Facility Condition Assessment (FCA) reports. Work shall include on-site facility assessments for all fifty-nine (59) buildings identified in Exhibit C. Deliverables shall include full equipment inventory, barcode tagging, narrative condition reports (twelve [12] combined reports and nineteen [19] individual reports), reserve tables, and a Microsoft Excel workbook with all data collected. Consultant shall also create a Preventive Maintenance Schedule and Staffing Plan as well as prepare County's data for direct import to County-provided computerized maintenance management (CMMS) software.

As directed in the field by County's Contract Administrator, Consultant shall perform the following:

General Scope of Work

Consultant shall visit each property to assess the general condition of the buildings and site improvements. Consultant shall review County-provided construction documents in order to become familiar with and be able to comment on the in-place construction systems, life safety, mechanical, electrical, and plumbing systems, and the general built environment. Consultant shall conduct a walk-through survey (non-invasive visual) of the building(s) to observe building systems and components, identify reported physical deficiencies, and formulate recommendations to remedy the physical deficiencies.

- Consultant shall interview the property personnel/representative(s) (i.e., the owner or owner's representative or the individual(s) designated by County) to inquire about the subject property's significant historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements.
 - Consultant shall interview the property's maintenance providers of the major building systems, such as roofing, Heating, Ventilation and Air-Conditioning (HVAC), and the like, in an attempt to gain greater insight to the historic preventative maintenance, recent capital improvements, and remaining useful life that may not be obtained otherwise. This information will not be used in lieu of subconsultant's site assessment but is anticipated to complement the due diligence performed by the Consultant.
- Consultant shall develop the assessments based on their walk-through survey, interviews with the property personnel, relevant maintenance contractors (if arranged by County), and municipal authorities, and experience gained on similar properties assessed. Consultant may also question others who are knowledgeable of the subject property's physical condition and operation, or knowledgeable of similar systems to gain comparative information to use in the assessment of the property.

- Consultant may review documents and information provided by the property personnel that could assist in identifying the subject property's physical improvements, extent and type of use, and/or help to identify material discrepancies between reported information and observed conditions. The review of documents submitted is not to opine on the accuracy of such documents, adequacy of design, or their preparation methodology or protocol.
- Consultant shall conduct the site assessment and follow-up interviews with the interests of an equity involvement in the property. The specific interests of Consultant shall be to identify capital repairs and deferred maintenance that can substantially impact the Immediate (90 days), Short-term (one-year), and Replacement Reserves (20 years) operation of the property.
- Consultant shall not provide any information on the condition, operation, serviceability, or capability of process, manufacturing, or business specific equipment for facilities that have specific equipment installed.

On-Site Assessments

In addition to the specific tasks listed below, the Consultant shall observe and report on the general conditions of each subject property and report any physical deficiencies, unusual items, material problems, system inadequacies, or unusual conditions observed or reported for each of the following criteria:

Topography, Landscaping and Appurtenances

- Consultant shall observe the general topography, material landscaping features, and site appurtenances (irrigation systems, lighting, signage, ponds, etc.) at each subject property.

Stormwater Drainage

- Consultant shall identify the storm water collection and drainage system at each subject property.

Ingress and Egress

- Consultant shall identify and note the locations of the major means of access and egress.

Flatwork

- Consultant shall identify the material flatwork at each subject property (paving, parking, sidewalks, plazas, patios, etc).

Utilities

- Consultant shall identify the type and provider of the material utilities provided to each property (water, electricity, natural gas, etc.)

Special Utility Systems

- Consultant shall note the presence of any material special on-site utility systems such as water or wastewater treatment systems, special power generation systems, etc. and identify material system information such as system type, manufacturer, reported capacity, age, etc.

Structural Frame and Building Envelope

- Consultant shall identify the material elements of the structural frame and building envelope and note any conditions reported or observed in readily apparent conditions. Observations are limited to grade and may include accessible balconies or rooftop vantage points. If provided, Consultant shall review as-built construction plans, previously prepared property reports, and records of remedial actions or repairs.
- In the event more information or exploratory testing is required to provide remedial measures, Consultant's report shall include associated recommendations for further investigation requiring a specific expertise. Recommendations of this nature shall include a summarized scope and a general estimate of cost for budgetary purposes.

Curtain Wall

- Consultant shall review curtain wall condition and a sampling of fixed panels on facades to assess hardware and visually review exterior conditions and the condition of waterproofing seals, where accessible without the use of lifts, ladders, scaffolding, suspension devices, or the like; this may include observations from internal and external vantage points, as well as from adjacent structures. Observations are limited to grade and may include accessible balconies or rooftop vantage points.
- Consultant shall review provided drawings and records of repair, replacement, and maintenance of framing and glazing.

Roofing

The scope for the walk-through survey of the roof(s) and associated fee provided herein are based on the assumption the property contains buildings with flat roofs and built-in roof access.

- Consultant shall identify the material roof systems including roof type, reported age, slope, drainage, etc. and identify any unusual roofing conditions or rooftop equipment. Consultant shall also observe the general conditions of the roof system such as attachment methods, flashings, parapets, miscellaneous appurtenances, etc., observe for evidence of material repairs, significant ponding, or evidence of roof leaks, note if a roof warranty is in effect, and note any reported physical deficiencies or any unusual items observed or reported.
- County will provide Occupational Safety and Health Administration (OSHA) compliant ladders or scaffolding (depending on roof type) so that Consultant may safely access roof areas. If requested by County, Consultant shall provide a quote for ladder access as needed. Observations shall be limited to readily accessible areas.

Plumbing

- Consultant shall identify the material plumbing systems including domestic water supply and hot water production, sanitary sewer, or any special or unusual plumbing systems (such as water features, grease traps, fuel systems, gas systems, etc.), identify the type and condition of observed restroom fixtures, drinking fountains, and/or other miscellaneous plumbing equipment.

Heating

- Consultant shall identify the material heat generating systems, observe the general conditions, identify the reported age of the equipment, note reported component replacements/upgrades, note the apparent level of maintenance, and identify if a maintenance contract is in place, to include the name of the contractor, if applicable. If heating equipment is not operational at the time of the walk-through survey, Consultant shall provide an opinion of the condition of heating equipment to the extent reasonably possible and note any reported physical deficiencies or any unusual items or conditions observed or reported. Consultant shall include any reported system problems, and identify and observe any special or unusual heating systems or equipment (such as fireplaces, solar heat, etc.).

Air-Conditioning and Ventilation

- Consultant shall identify the material air-conditioning and ventilation systems to include material equipment such as cooling towers, chillers, package units, split systems, air handlers, etc. Consultant shall identify the material distribution systems at each subject property and generally note reported tenant-owned equipment/systems that are not included in this review. Consultant shall observe the general conditions, identify the reported age of the equipment, note reported component upgrades/replacements, note the apparent level of maintenance, and identify if a maintenance contract is in place, to include the name of the contractor, if applicable. If air-conditioning and ventilation systems are not operational at the time of the walk-through survey, Consultant shall provide an opinion of the condition to the extent reasonably possible. Consultant shall note any reported physical deficiencies or any unusual items or conditions observed or reported, include any reported system problems, and identify and observe any special or unusual air-conditioning and ventilation systems or equipment (such as cold storage systems, special computer cooling equipment, etc.).

Electrical

- Consultant shall identify the electrical service and distribution system, to include primary electrical equipment such as material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems. Where readily visible, Consultant shall observe general electrical items such as distribution panels, type of wiring, energy management systems, etc. and the general conditions and note any reported physical deficiencies or any unusual items or conditions observed or reported. Consultant shall include any reported material system problems and identify any special or unusual electrical systems or equipment present.

Vertical Transportation (if applicable to specific site)

- Consultant shall identify the vertical transportation systems, to include the equipment manufacturer, type, location, number, etc. Consultant shall observe elevator cabs, finishes, call and communication equipment, etc. and identify the company that provides elevator/escalator maintenance at the subject property.

Life Safety/Fire Protection

- Consultant shall identify the material life safety/fire protection systems, including sprinklers and standpipes, fire hydrants, presence of fire alarm systems, smoke detectors, fire extinguishers, emergency lighting, and other like safety systems that are readily visible.

Interior Elements

- Consultant shall identify the typical common areas (including lobbies, corridors, assembly areas, and restrooms) and building standard finishes (including flooring, ceilings, walls, etc.); identify material building amenities or special features (i.e., spas, fountains, clubs, shops, etc.).

Code Inquiries

- Consultant shall conduct appropriate inquiries of municipal officials regarding the existence of pending unresolved building, zoning, or fire code violations on file, and determine the current zoning category, flood plain zone, and seismic zone for each Property.

ADA

- Consultant shall provide a general statement of the Property's conformity to Title III of the Americans with Disabilities Act (ADA). This shall be based upon visual observation during the walk-through survey and will not constitute a full ADA survey, nor include measurements, to verify compliance. Only a limited sample of areas will be observed for ADA compliance. Areas specifically excluded include tenant areas.

Mold

- On a visual basis during the walk-through survey, Consultant shall note observed suspect mold and/or evidence of moisture in the observed areas. Consultant shall interview the property representative regarding his/her knowledge of the presence of any known or suspected mold, elevated relative humidity, water intrusion, or mildew-like odors.

Equipment and Asset Registry Data

During the assessment, Consultant shall be responsible for collecting and storing all the inventory and condition assessment data in an electronic format that is readily transferable to County's 24/7 CMMS Software.

Subconsultant shall collect information on the major pieces of facility equipment.

Consultant's data collection shall include the following components:

HVAC

Consultant shall observe the level of detail for which Preventive Maintenance (PM) would be performed on the following:

- Heating System
 - Consultant shall identify boilers, furnaces, unit heaters and major labeled equipment.
- Ventilation System
 - Consultant shall identify the major labeled equipment, exhaust hoods, fans (including paint booths).
- Air Conditioning System
 - Consultant shall identify the material air-conditioning components, including cooling towers, compressors, chillers, package units, roof top units, split systems and major labeled equipment. Excluded are window units, terminal units, Variable Air Volume (VAV) boxes, thermostatic controls.

Electrical

- Major panels only-for identification to track maintenance
- Transformers
- Switchgear

Equipment

- Air Compressors
- Overhead Doors and Lift Mechanisms

Plumbing

- Pumps external to HVAC systems
- Domestic hot water heaters over 80 gallons
- Other major labeled equipment

Commercial Kitchen-Major Equipment

- Walk-in freezer and refrigerator equipment
- Ovens, stoves, broilers, grills, fryers
- Reach-in refrigerators and freezers
- Dishwashers
- Other equipment valued over \$2,000

Vertical Lift (if applicable)

Life Safety/Security

- High Level (system level) only, for identification to track maintenance
 - Alarm panels
 - Emergency generators
 - Exhaust hood fire suppression

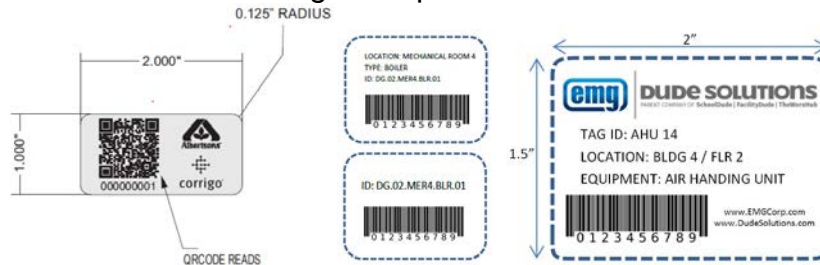
Where appropriate, the following data will be collected for each component:

- Location data by property, floor, and room
- Model
- Serial Number
- Manufacturer
- Manufactured Date

Barcoding / Quick Response (QR) Code Tagging

For the above referenced equipment, Consultant shall provide and apply a durable barcode/QR code with a unique code number for use as an identifier in County's Enterprise Asset Management (EAM) / CMMS system. Consultant shall place the tags in industry standard locations for each piece of equipment. Barcode/QR numbers shall be associated with each asset record so that they can be used in the CMMS to support mobile work orders or other functions. Consultant's proposal includes the cost of sourcing and applying the equipment tags.

Barcode/QR Code Tag Examples:



Preventative Maintenance (PM) Schedule Development

Purpose

PM Schedule development shall be a service offering provided in conjunction with the "Equipment Inventory" (Data Gathering) service or FCA. PM Schedules shall be developed for the equipment inventory collected by Consultant during the on-site assessments. The intent of this service is to identify procedures and inspections required to maintain facilities systems in safe, reliable, and efficient condition.

Value

Consultant's PM schedules shall meet or exceed maintenance requirements for specific original equipment manufacturers.

Deliverables

All PM Schedule Development services shall include the following deliverables:

- Creation of PM Schedules in accordance with manufacturer instructions and industry best practices.
- Maintenance Department staffing recommendations.
- Data spreadsheet/template to facilitate import to EAM/CMMS. Consultant shall provide this data in a specific import format or template as requested by County.

Methodology and Approach

Consultant leverages multiple libraries of PM standards to create PM schedules. These standards are based upon manufacturer specifications, prevailing national codes, and standards such as American Society for Testing and Materials (ASTM), American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE), National Fire Protection Association (NFPA), and Building Owners and Managers Association (BOMA). Procedures related to performing the tasks within the schedule shall include:

- Safety points
- Tools required
- Estimated time to complete maintenance
- Step-by-step procedure to complete maintenance work order

To prepare data for EAM/CMMS import by County, Consultant shall:

- Review PM Task Check-off Lists with County's Contract Administrator.
- Set up baseline PM schedules for the equipment inventory collected.
- Work with County's Contract Administrator to determine PM Schedule assignment. Assignment includes setting up the appropriate technician or contractor who will be performing the related PM tasks into the master import template to ensure balance in work assignments.
- Set up assignments at the location or craft level by default. Anything above and beyond this level of assignment will be managed and maintained by County within their CMMS.
- Work with County's Contract Administrator to determine the start date, frequency and load balancing based upon County staffing. Consultant shall submit all deliverables to County's Contract Administrator in accordance with a mutually agreed upon schedule.

Assumptions

- County will provide timely feedback/review of PM Schedules. A review period that exceeds 30 days will constitute acceptance by County, and trigger final delivery of PM data.

W.W. Grainger, Inc.

Exhibit B

Project Schedule

<u>Phase</u>	<u>Milestones/Deliverables</u>	<u>Payment</u>
1	30% Completion Milestone: On-site Assessments	\$23,651.00
2	60% Completion Milestone: On-site Assessments	\$23,651.00
3	100% Completion Milestone: On-site Assessments	\$31,534.00
4	Deliver DRAFT Facility Condition Assessment Reports and Cost Data	\$21,225.00
5	Deliver FINAL Facility Condition Assessment Reports and Cost Data	\$21,225.00
6	Deliver Preventive Maintenance Schedule & Staffing Plan	\$13,995.00
7	Prepare Data Upload for CMMS Software	\$4,665.00
	Total Cost	<u>\$139,946.00</u>

Deliverables shall include full equipment inventory, barcode tagging, narrative condition reports (twelve [12] combined reports and nineteen [19] individual reports), reserve tables, and a Microsoft Excel workbook with all data collected. Percentage of completion shall be determined by County's Contract Administrator.

W.W. Grainger, Inc.

Exhibit C

Work Locations

Report #	Combined Report?	Building/Department	Address	City/Town
1	EDC Fairgrounds	Historical Museum	100 Placerville Drive	Placerville
	EDC Fairgrounds	Veterans Memorial Building	130 Placerville Drive	Placerville
2	Public Safety	Public Safety Facility	200 Industrial Drive	Placerville
	Public Safety	Evidence Facility	210 Industrial Drive	Placerville
	Public Safety	Special Operations Facility	220 Industrial Drive	Placerville
	Public Safety	Shooting Range	230 Industrial Drive	Placerville
	Public Safety	Morgue	240 Industrial Drive	Placerville
3	DOT Campus 1	DOT Pole Shed	2441 Headington Rd	Placerville
	DOT Campus 1	DOT Fleet Administration Modular	2441 Headington Rd	Placerville
	DOT Campus 1	DOT - Administration	2441 Headington Rd	Placerville
	DOT Campus 1	DOT Vehicle Station/Equipment Repair Shop	2441 Headington Rd	Placerville
	DOT Campus 1	DOT Storage	2441 Headington Rd	Placerville
	DOT Campus 1	DOT Service Station	2441 Headington Rd	Placerville
	DOT Campus 1	DOT Sign Shop	2441 Headington Rd	Placerville
	DOT Campus 1	DOT Paint Storage	2441 Headington Rd	Placerville
4	No	Library – Cameron Park	2500 Country Club Dr	Placerville
5	No	Building C	2850 Fairlane Ct.	Placerville
6	Court Building	Old Probation (Courts Occupied)	295 Fair Lane	Placerville
	Court Building	Juvenile Hall	299 Fair Lane	Placerville
7	No	Main Jail (Placerville)	300 Forni Road	Placerville
8	FAC House	Facilities Division House 1	3000 Fairlane Ct. Ste 1	Placerville
	FAC House	Facilities Division House 2	3000 Fairlane Ct. Ste 2	Placerville
	FAC House	Facilities Division House 3	3000 Fairlane Ct. Ste 3	Placerville
9	AG Building	Agriculture Weights/Measures	311 Fair Lane	Placerville
	AG Building	Ag Annex (UC Extension-Modular)	311 Fair Lane	Placerville
10	No	Building A	330 Fair Lane	Placerville
11	No	Main Library	345 Fair Lane	Placerville
12	Airport Campus	Placerville Airport – Hanger	3501 Airport Road	Placerville
	Airport Campus	Placerville Airport	3501 Airport Road	Placerville
	Airport Campus	Placerville Airport – Vehicle Storage	3501 Airport Road	Placerville
13	No	Building B	360 Fair Lane	Placerville
14	DOT 2	DOT - Greenwood Storage	4145 Ricci Rd	Greenwood
	DOT 2	DOT - Greenwood Shop	4145 Ricci Rd	Greenwood
15	No	Greenwood Community Center	4411 Hwy 193	Greenwood
16	No	County Chamber of Commerce (Under FUA)	542 Main Street	Placerville
17	No	Library - Pollock Pines	6210 Pony Express Trail	Pollock Pines
18	No	Georgetown Airport	6245 Aerodome Way	Georgetown
19	No	West Slope Animal Shelter	6435 Capital Ave	Placerville
20	No	Pioneer Park Community Center	6740 Fairplay Road	Somerset
21	Health Complex	Health Modular	929 Spring Street	Placerville
	Health Complex	Health Department	931 Spring Street	Placerville
	Health Complex	Senior Day Care Center	935 Spring Street	Placerville
	Health Complex	PHF	935-B Spring Street	Placerville
	Health Complex	Community Services/Senior Nutrition	937 Spring Street	Placerville
	Health Complex	Health Condo # 3	941 Spring Street	Placerville
	Health Complex	Health Condo # 4	941 Spring Street	Placerville
22	No	EDH Community & Senior Center	990 Lassen Lane	El Dorado Hills
23	No	El Dorado Hills Library	7455 Silva Valley Road	El Dorado Hills
24	No	Forebay Park - Community Center	2661 Forebay Rd	Pollock Pines
25	No	SLT - Library	1000 Rufus Allen	S. Lake Tahoe

Report #	Combined Report?	Building/Department	Address	City/Town
26	SLT Corrections	SLT Juvenile Treatment Center (JTC)	1041 Al Tahoe Blvd.	S. Lake Tahoe
	SLT Corrections	SLT Jail - Newer	1051 Al Tahoe Blvd.	S. Lake Tahoe
	SLT Corrections	SLT Jail - Old	1051 Al Tahoe Blvd.	S. Lake Tahoe
27	No	Vector Control / CSA #3	1110 Rufus Allen	S. Lake Tahoe
28	No	SLT - Animal Control	1121 Shakori Blvd.	S. Lake Tahoe
29	No	SLT Administration - Johnson Center	1360 Johnson Blvd.	S. Lake Tahoe
30	No	DOT Office	1121 Shakori Blvd.	S. Lake Tahoe
31	SLT Center	SLT El Dorado Center -	3368 Lake Tahoe Blvd	S. Lake Tahoe
	SLT Center	HHSA	3368 Sandy Way	S. Lake Tahoe

Facilities Scheduled for complete replacement; Exclude from assessment.

	Exclude	DOT Garage Meyers	1121 Shakori Blvd.	S. Lake Tahoe
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Definitions:

EDC – El Dorado County

DOT – Department of Transportation

FAC - Facilities

AG - Agriculture

PHF – Public Health Facility

EDH – El Dorado Hills

SLT – South Lake Tahoe

CSA – County Service Area

HHSA – Health and Human Service Agency