

# COUNTY OF EL DORADO Procurement & Contracts

ATTN: Purchasing Agent 330 Fair Lane Placerville, CA 95667

### **INVITATION TO BID & BID #19-425-028**

DUE: 3:00 PM - November 30, 2018

Sealed Bids must be clearly marked on the outside

of the package with:

"BID #19-425-028 - DO NOT OPEN"

### ALL BIDS SUBJECT TO GENERAL TERMS AND CONDITIONS

### **DISPATCH CENTER CONSOLES**

**General:** The El Dorado County Procurement & Contracts Division is requesting bids for Dispatch Center Workstations. The Dispatch Workstations will be purchased on a "one-time" basis for the new Public Safety Facility. Bidders must quote based on the project specifications listed in Exhibit "A" Dispatch Center Systems Specifications. The desired brands are listed in the quotation schedule and are "or equivalent".

Exhibit "A" - Dispatch Center Console Specifications

Exhibit "B" - Standard Terms and Conditions

**Exhibit "C" - Sample Agreement for Services** 

Exhibit "D" - Tentative Schedule for Delivery and Installation

<u>Information:</u> For additional information, contact Eric van Leeuwen, Buyer II, at (530) 621-5834 (email <u>eric.vanleeuwen@edcgov.us</u>. Bidders shall direct all inquiries to the County Procurement and Contracts Division Purchasing Agent and shall not contact the requesting department directly regarding any matter related to this Invitation to Bid.

### ALL BIDS SHALL BE QUOTED FREIGHT PREPAID FOB DESTINATION

Prior to preparing your bid submittal, please note the General Terms and Conditions, Instructions to Bidders, Item #3 which states:

Erasures, overwrites and the use of correction fluid or tape are NOT acceptable.

Firm Name			Signature of Authorized Agent
Mailing Address			Print Name & Title of Authorized Agent
City	State	Zip	Date
Phone			Fax
E-Mail Address			

### **Bid Preparation / Submittal Checklist**

[	]	All required bidder information on page one (1) of the Invitation to Bid is completed and has the original signature of an authorized agent.
[	]	Note that erasures, overwrites and the use of correction tape or fluid are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.
[	]	Note any prompt payment discounts available on the Quotation Schedule, page (12).
[	]	Indicate delivery lead times on the Quotation Schedule, page (12).
[	]	A valid California Seller's Permit number is entered on page (7).
[	]	Include copy of Contractors' State License Class C-61/D34 – Prefabricated Equipment Contractor License for installer in Bid response.
[	]	All requirements of Invitation to Bid have been met.

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### **General Terms and Conditions**

### Instructions to Bidders:

- (1) Bidders are responsible to see that the bid is received in the Procurement & Contracts Division of the Chief Administrative Office prior to the bid opening deadline. Late bids will be returned unopened.
- (2) All bids must be submitted in ink on the bid form. Cover letters, additional sheets, etc. may be included. The total bid excluding sales tax must appear on the bid form as indicated.
- (3) Erasures, overwrites and use of correction fluid or tape are **NOT** acceptable. All changes (price, model numbers, part numbers, etc.) must be lined out and corrections inserted adjacent to and initialed by the bidder's authorized representative.
- (4) Vendor is required to quote "NEW" equipment, material or product. Recycled, remanufactured, or previously owned product will not be accepted unless otherwise stated in the Invitation to Bid.
- (5) All bids must include the company name and address and must be signed by an authorized representative of the company; signature must be an original signature, or an original signature stamp, on the County Bid Form.
- (6) Alternate or incomplete bids will **NOT** be accepted.
- (7) The County, at its sole option, may correct arithmetic or extension errors, and obtain clarification, if necessary.
- (8) If no terms discount is to be offered, the terms portion of the bid form shall state "NET".
- (9) If delivery specified is impossible, bidder must state best delivery available on the bid form. Number of days shall mean calendar days After Receipt of Order (ARO). Bids quoting delivery beyond the requirement may be rejected.
- (10) Bid modifications, corrections, or additions received beyond the bid deadline will NOT be considered.
- (11) Telephone, facsimile, or emailed bids will NOT be accepted.
- (12) Bid prices shall be firm for a minimum of sixty (60) calendar days from the bid opening unless otherwise indicated on the bid form.
- (13) By submitting a response to this Invitation to Bid, Bidder acknowledges and accepts the County's standard terms and conditions incorporated as Exhibit "B".
- (14) Any alteration to the Invitation to Bid must be added in addenda form, and must be issued by the County Purchasing Agent.

(15) Protest Procedure: Award of bid will be published on the County's website:

### http://edcapps.edcgov.us/contracts/bidresults.asp

Bidders have ten (10) business days from the date of the posting to submit a letter of protest to the Purchasing Agent. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, criteria).

### Brands:

- (1) The use of brand and/or manufacturer names in the bid specification is for descriptive purposes only. Unless otherwise specified, products of comparable quality and performance will be considered.
- (2) Bidders offering other than the referenced brands are to note their brand name and catalog model number on the bid form.

### Guarantees:

(1) All items purchased shall be guaranteed against defects when used for the purposes for which they were designed for.

### Taxes:

- (1) Bidders shall **NOT** include Federal Excise Taxes. An exemption certificate will be furnished to the successful bidder upon request.
- (2) Applicable taxes and fees will be added when the purchase order is issued.

### Samples:

(1) Samples of items, when required, must be furnished to the County at the bidder's expense. If possible, samples will be returned upon request and at the bidder's expense. Samples of selected items may be retained for comparison.

### Bonds:

- (1) The County reserves the right to require the successful bidder to provide a performance bond in an amount determined by the County. Unless specifically required on the bid form, a performance bond will NOT be required.
- (2) Certification of the performance bond shall be required following bid award and prior to the release of a purchase order.
- (3) Unless specifically required on the form, bidder's bonds will NOT be required.

### Award:

- (1) Regardless of amount, unless specifically approved by the County Board of Supervisors, award shall be made to the lowest responsive, responsible qualified bidder.
- (2) In determining the successful bidder, consideration will be given to quality, delivery, warranty, compatibility with existing equipment, and any other information considered to be in the best interests of the County.
- (3) 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. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.
- (4) The County of El Dorado is an equal opportunity employer (EOE). Minorities, Females and Handicapped are encouraged to participate (M/F/H).
- (5) If the bid is on an "All or Nothing" basis, bidder shall so state. The County reserves the right to make awards on individual items of a multiple item bid if deemed to be in the best interest of the County.
- (6) The County reserves the right to reject any and all bids, or to waive any informality or nonsubstantial irregularity in any bid.
- (7) The County reserves the right to purchase quantities by necessity only regardless of approximate quantities indicated on the bid form. Bidder shall also have the right to refuse sale in reduced quantities; in such instances, the award shall go to the next lowest qualified bidder.
- (8) In case of default by vendor, the County may procure the articles or service from other source and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of vendor, if any, or by legal process against vendor. The prices paid by County shall be considered the prevailing market price at the time such purchase is made.
- (9) If GSA Schedule (U.S. General Services Administration), FSA (Federal Supply Schedule), or MAS (Multiple Award Schedule) is applicable to any of the items in each Category, then GSA Schedule Pricing is required.

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**Specifications:** Detailed specifications are listed in Exhibit "A" - Dispatch Center Systems Specifications. Bidders are required to use and follow the details listed in Exhibit "A" when bidding a price. The quotation schedule is there as tool to indicate the bidders prices. Failure to meet the product specifications as listed in Exhibit "A" will result in your bid being rejected as non-responsive. This is a one-time order. No changes to the specifications will be accepted.

**<u>Requirements</u>**: Bidders must comply with all of the following requirements to be considered for the evaluation and award process:

- 1. Bidders must have a minimum of ten (10) years of experience in the fabrication and installation of dispatch furniture and at a minimum having provided such furniture for at least twenty (20) comparable or larger projects
- 2. References: Three (3) references must be provided of comparable size to servicing the County, and with outstanding performance in all areas including design, installation, customer service and invoicing. With at least three comparable projects in the last five years and a list of comparable projects in the last ten (10) years
- 3. Bidder must be able to meet all requirements contained in the attached sample agreement (Exhibit "C") including insurance, indemnification, and prevailing wage requirements.
- 4. Bidder must comply with Contractors' State License Law (Business and Professions Code Sections 7000, et seq.) possesses a Class C-61 / D34 Prefabricated Equipment Contractor License that is in good standing and must be registered with the Department of Industrial Relations (DIR). A copy of this license will be provided with the Bid Response.
- 5. Guarantees: All items purchased shall be guaranteed against defects when used for the purposes for which they were designed. Defective items shall be replaced at no additional cost to the County.
- 6. Warranty related issues must be coordinated with the manufacturer by the Bidder including all cost associated with returning and reordering replacement items.
- 7. Include a product warranty statement.
- 8. Clean-up and disposal of packing materials is the responsibility of the awarded vendor and/or their designated installer.
- 9. Awarded Bidder must have adequately trained and experienced staff to assure timely technical/sales assistance and installation.
- 10. Payment Bond: In the event the Bidder intends to subcontract out any part of the work, a payment bond and performance bond in the amount of 100% of the work, on a per project basis, will be required. Proposers shall declare as a part of their response what work will be subcontracted and list all potential subcontractors.
- 11. Failure to comply with any of the requirements contained herein may result in disqualification.

<u>California Sales & Use Tax Requirement</u>: Any bidders located outside of the State of California selling goods to the County must possess a valid and current California Seller's Permit at the time of bidding and maintain such permit in good standing throughout the awarded period.

Provide C	California	Seller's	Permit Number:	

<u>Initial Delivery Location</u>: Bidder shall receive delivery of product. All products are to be received and inspected for damage, with any damage reported immediately to the manufacturer, so as not to delay the delivery and installation schedule (see Exhibit "D" - Tentative Schedule for Delivery and Installation). Product shall be delivered F.O.B. destination, freight prepaid, on ground or inside delivery to the awarded vendors warehouse or awarded vendor's installer's warehouse. No product will be received at the site.

**<u>Final Delivery Location</u>**: See Exhibit "D" - Tentative Schedule for Delivery and Installation. Bidder is responsible for housing product until furniture install phase to be located at:

El Dorado County Public Safety Facility 200 Industrial Drive Diamond Springs, CA 95619

<u>Incomplete and Altered Bids</u>: Incomplete or altered bids, and bids containing items not called for in the bid may be rejected. Bids submitted on forms other than those furnished by the County will not be considered.

<u>Terms and Conditions</u>: The County will not consider any terms and conditions other than the terms and conditions contained in the subject bid. Bidders submitting their own terms and conditions will not be considered and will be rejected. Any bid response containing alterations to the General Terms and Conditions or terms and conditions contained in the subject bid, will not be considered and will be rejected.

**Merchantability**: There shall be an implied warranty of merchantability and fitness of an intended use. Any bid submittals taking exception to this requirement may, at the County's option, be considered non-responsive.

<u>County's Rights</u>: The Purchasing Agent reserves the right to not enter into any agreement, cancel this process at any time, amend this process at any time, or to award more than one contract to the lowest, responsive, responsible bidders if it is in the best interest of the County.

<u>Pricing</u>: Bid prices shall remain firm for the awarded twelve (12) month period. In case of default by the awarded vendor, the County may procure the product from another source and may recover the loss by legal process. Please refer to the "General Terms and Conditions," under "Award," Item #8.

<u>Federal, State, and Local Laws</u>: The successful bidder must operate in conformity with all applicable, federal, state, and local laws. It is the responsibility of the awarded bidder to ensure that all permits and/or licenses required for operation are valid and current. Failure to comply with this provision may be cause to cancel any contract awarded, and award will be made to the next lowest, responsive, responsible bidder.

<u>Business License</u>: 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. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information. El Dorado County is an equal opportunity employer (EOE). Minorities, females, and handicapped are encouraged to participate.

It is not a requirement to possess a County business license at the time of bid submittal. Successful bidders may be required to possess a County business license to award bid.

**Compliance:** Late, incomplete, incorrect deliveries or excessive back orders will be documented, and performance evaluated when considering contract continuation or extension. Inaccurate or erroneous billing will also be documented and monitored for the purpose of evaluating performance when considering continuation or extension of contract. Failure to meet quoted delivery time frames, or inaccurate or erroneous invoices (as determined by the Purchasing Agent) may be cause for the County to cancel the balance of the awarded blanket purchase order and award will be made to the next lowest bidder. Failure to receive County concurrence for substitutions or alternates will be documented and considered when evaluating continuation or extension of contract.

<u>Invoices and Payment Terms</u>: Invoices are to be mailed to the County department(s) specified on the resulting purchase order, blanket purchase order or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number; County stock numbers when applicable; product description; and reference to back ordered items. Invoices must be exclusive of product other than bid items. Failure to comply may result in delayed payments.

The County will make payment on a Net forty-five day (45-day) basis unless a cash discount of one-half percent (1/2%) or greater, which amounts to \$2.50 or more, is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. The beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term.

<u>El Dorado County Web Site Requirements</u>: It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at:

### http://edcapps.edcgov.us/contracts/invite.asp

Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Those bidders not acknowledging and returning addenda as required will not be considered and will be rejected as "non-responsive".

<u>Public Agency</u>: It is intended that other public agencies (i.e., city, special district, public authority, public agency and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this Invitation to Bid with the same terms and conditions specified therein, including pricing. The County shall incur no financial responsibility in

connection with a purchase order from another public agency. The public agency shall accept sole responsibility for placing orders and making payment to the vendor.

<u>Addenda</u>: Addenda to this bid are valid only if in writing and issued by the Procurement & Contracts Division and are required to be acknowledged and returned by participating bidders in order for the bidder to be considered further in the evaluation process. Unless otherwise indicated, those bidders not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

**<u>Non-Collusion</u>**: The bidder certifies that this bid response is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

<u>Conflict of Interest:</u> Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid award been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract.

**Evaluation:** Bids will be evaluated based on meeting or exceeding minimum specifications. Bids submitted on the basis of "All or Nothing" may be rejected. Bid evaluation shall include applicable prompt payment terms discount. If payment cannot be made within the discount period, payment terms shall revert to Net thirty (30) days.

Award: The bid may be recommended grand total to the lowest responsible and responsive bidder complying with the provisions of the Invitation to Bid. In determining whether a bid is lowest and responsive, and the bidder is responsible, the following may be considered by the County: (a) Ability to perform the service required within the specified time; (b) Reputation, judgment and experience; (c) The quality of performance in previous contracts; (d) Previous compliance with laws as well as employment practices; (e) Financial ability to perform the contract; (f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; (g) Ability to provide maintenance and service; (h) Whether the bidder is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; (i) The resale value and life cycle costs of the items; and (j) Such other information as identified in the Purchasing Ordinance having bearing on the decision to make the award. The decision of the County Board of Supervisors shall be final in determining the successful bidder.

<u>Bid Results</u>: The Procurement and Contracts Division does not mail out hard copy letters advising participating bidders of the bid results. For bid results, please visit our website at:

### http://edcapps.edcgov.us/contracts/bidresults.asp

Bid results will be posted approximately ten (10) to fourteen (14) business days after the bid opening deadline date or when the evaluation is complete.

**INVITATION TO BID & BID: #19-425-028** 

<u>Bid Submittal</u>: All bidders are advised to read the General Terms and Conditions starting on Page three (3) through five (5) of this Invitation to Bid prior to submitting a bid.

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Bids must be submitted in a sealed container or envelope clearly marked on the outside:

"BID #19-425-028 - DO NOT OPEN"

Bids will be accepted Monday through Friday from 8:00 a.m. to 5:00 p.m. Bids must be received in the Procurement & Contracts Division by 3:00 p.m., November 30, 2018:

Mailing/Physical (Fed Ex, UPS etc.)

EL DORADO COUNTY

PROCUREMENT & CONTRACTS (PURCHASING)

330 FAIR LANE

PLACERVILLE, CA 95667

It is the responsibility of the bidder to assure that the bid is received in the Procurement & Contracts Division prior to the bid opening deadline date and time. Bids received beyond the bid opening deadline will not be accepted and will be returned unopened. The time stamp clock located in the office of the Procurement and Contracts Division will serve as the official time clock.

Late bids, unsealed bids, unlabeled bids, incomplete bids, or bids otherwise not in compliance with the General Terms and Conditions of this Invitation to Bid, will be rejected.

By submitting a response, bidder acknowledges and accepts the General Terms and Conditions and all terms and conditions contained in this Invitation to Bid.

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### **QUOTATION SCHEDULE**

### **Dispatch Workstations**

Bid Item	Qty	Manufacturer & Name	Description	Unit Price
W14	10	Watson Consoles OR Evans Consoles OR Xybix – or equivalent	See Dispatch Center Systems Specifications attached as Exhibit "A"	\$ /ea

Erasures, overwrites and use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.

### Labor Charges to Receive, Deliver & Install Workstations

**Option I:** Receive, inspect and stage for delivery at vendor's warehouse, or vendor's designated installer's warehouse. All products are to be inspected at

time of delivery to warehouse with any damage noted and relayed to the product manufacturer immediately, so as not to delay the installation schedule. When site is ready to receive, the vendor will load and transport product to site in accordance with the final delivery and installation schedule. The vendor must coordinate delivery and installation with the County's Project Team lead. With this option, the vendor should anticipate that there <b>may not</b> be operating elevators at the time of delivery and install.	\$
<b>Option II:</b> Receive, inspect and stage for delivery at vendor's warehouse, or vendor's designated installer's warehouse. All products are to be inspected at time of delivery to designated vendor warehouse with any damage noted and relayed to the product manufacturer immediately, so as not to delay installation schedule. When site is ready, the vendor will load and transport product to site in accordance with the final delivery and installation schedule. The vendor must coordinate delivery and installation with the County's Project Team lead. With this option, the vendor should anticipate that there <b>will</b> be operating elevators at the time of delivery and install.	\$

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Erasures, overwrites and use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.

### **Prompt Payment Discounts**

PROMPT PAYMENT	DISCOUNT TERMS
Indicate percentage disco (Note: Discount of less than 2% or with payme be accepted and will not be consi	nt terms of less than twenty (20) days will not
% Discount if paid within by Depar	days from date invoice is stamped dated in rtment.
Indicate "Net" if no Prompt Paym	ent Discount Terms are offered
Erasures, overwrites and use of correc Refer to Item #3 of the General Terms an	• • • • • • • • • • • • • • • • • • •

### **Delivery**

# Indicate the number of days after receipt of order (ARO) for delivery: Refer to page seven (7), "Initial Delivery Location" and "Final Delivery Location" for specific delivery requirements.

Erasures, overwrites and use of correction fluid or tape are NOT acceptable. Refer to Item #3 of the General Terms and Conditions for specific instructions.

**DELIVERY** 

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### **EXHIBIT "A"**

### DISPATCH CENTER SYSTEMS SPECIFICATIONS

### **General Specifications and System Description**

Successful functionality of a public dispatch center depends on an integrated group of systems installed in highly specialized spaces. These systems include those for Emergency 911 telephone call taking functions, computerized control, monitoring and documenting of dispatch center operations including Computer Aided Dispatch (CAD), Records Management Systems (RMS), and radio communications systems to communicate with first responders.

Dispatching activities occur at consoles where each dispatcher has a full complement of displays and controls which support the dispatch function. Each console will be configured to include displays, terminals and CPU's associated with Emergency 911 call taking, CAD and RMS, and radios functions. A total of ten (10) consoles, eight (8) in the dispatch center and two (2) in an adjacent training room, are planned to meet current dispatching needs and future expansion.

The preferred console layout for the dispatch center and the adjacent training room has been attached.

### 1. Scope

- 1.1 Provide the final design and physically install the dispatch consoles.
- 1.2 Provide final design and physically install mounting systems for monitor displays attached to the dispatch consoles.
- 1.3 Coordinate the installation with the design-build team in harmony with the building construction schedule.

### 2. Dispatch Furniture Manufacturers, Vendor and Installer

- 2.1 The dispatch furniture manufacturer shall have a minimum of ten (10) years of experience in the fabrication and installation of dispatch furniture and at a minimum having provided such furniture for at least twenty (20) comparable or larger projects.
- 2.2 Provide complete confirming experience and capability information with the proposal. Include names, locations, and customer reference information (name, title, mailing address, phone number, and email address) for at least three (3) comparable projects in the last five (5) years and a list of comparable projects in the last ten (10) years.
- 2.3 All dispatch furniture design documents and submittals shall be prepared in CAD.
- 2.4 The dispatch furniture manufacturer shall employ skilled craft persons experienced in the fabrication dispatch furniture.
- 2.5 Dispatch furniture shall be designed, fabricated, finished, and installed in accordance with the approved fabrication drawings and best industry standards. Completed consoles shall be free of any defects in the design, materials, fabrication, and installation.

- 2.6 Installation of the dispatch furniture shall be accomplished by the manufacturer's field personnel or factory certified installer.
- 2.8 Qualified dispatch furniture vendors include:

Evans Consoles – Vienna, VA Watson Consoles – Poulsbo, WA Xybix – Littleton, CO

### 3. Materials and Products

- 3.1 A total of ten (10) complete dispatch consoles shall be provided and installed. The dispatch center shall have eight (8) dispatch consoles with two (2) additional dispatch consoles located in an adjacent room for training. All ten (10) dispatch consoles shall be configured exactly the same.
- 3.2 Dispatch consoles shall be "L" shaped and ergonomically designed to provide convenient dispatcher visual and physical access in a 24/7/365 operating environment.
- 3.3 Dispatch consoles shall be designed to accommodate a minimum of ten (10) 22" wide LCD monitor displays, in a stacked installation, associated with Emergency 911 and CAD Systems, Emergency 911 Radio Systems, and various auxiliary equipment including access control and security camera systems.
- 3.4 Each dispatch console shall be equipped with motorized height adjustments to accommodate individual dispatchers as well as sit/stand preferences. Height adjustment of the monitor displays and keyboard work surface shall be independent of each other to provide maximum flexibility for the user. Example: monitor displays can be adjusted lower than keyboard surface to accommodate a user wearing bifocal glasses.
- 3.5 Each dispatch console shall be equipped with one (1) pedestal with two (2) file drawers. Accessories shall include storage drawers for user personal items, office supplies, and reference documents. Each dispatch console shall have two (2) LED task lights and one (1) personal heater/fan unit.
- 3.6 Shop drawings for console furniture, wiring and control systems shall be approved by the County for review prior to fabrication.

### 4. <u>Dispatch Console Technical Specifications</u>

- 4.1 Minimum dispatch console height adjustment range shall be least 29" to 45".
- 4.2 Console height adjustments shall be quiet and smooth in operation with controls located in a convenient location readily available to the user. Controls (push buttons/switches) for height adjustments, task lighting, and heater/fan units) shall not rely on any type of computer software interface and shall be attached/connected to each dispatch console.
- 4.3 Consoles shall be equipped with sufficient interior wiring to permit fully supported installation of all console interior signal, control, and power cabling over the entire height adjustment range. Reference the attached circuiting plans for electrical requirements.
- 4.4 Consoles are to be prewired to accommodate the circuiting shown in the electrical plans PS-E-2.07 and PS-E-5.07 by LSW Engineers. The Design-Builder will provide power poles and wiring as shown and will make the final connections to the consoles. Cabling

from the server room will be under the Design-Builder. Consoles will provide adequate raceways to accommodate.

4.5 In addition to internally powering motorized functions, task lighting and personal heater/fan units, provide UL listed power outlets strips for both equipment (UPS) and accessories (normal) power distribution purposes.

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- a. Ten (10) monitor outlets (UPS)
- b. Four (4) CPU outlets (UPS)
- c. Four (4) spare and future outlets (UPS)
- d. One (1) printer outlet (normal)
- e. Two (2) personal accessory outlets (normal)

Personal console heater/fan units shall operate on 120 VAC and consume no more than 750 watts connected to non-UPS power circuit.

- 4.6 Console wire ways shall be designed to permit multiple protected cabling entry points from beneath the console clear of the user's foot reach or the reach of the user's chair wheels.
- 4.7 Console work surface underlays shall be a minimum of one inch (1") thick. Work surfaces shall be professionally finished in a high pressure, high durability laminate with a non-directional pattern and a non-reflective matte finished. Laminate and fabric samples of the proposed materials shall be submitted to County for approval.
- 4.8 Protective bull-nose edging such as high impact vinyl edging material shall be provided for the entire user operating position.
- 4.10 Console design may utilize multi-surface materials for sound dampening and sound containment while maintaining visibility and situational awareness in the room. Example: clear glass top partition to contain sound and still provide visibility.
- 4.11 Console acoustic wall panels and side panels shall be solid core minimum of one inch (1") thick. Hollow core panels are not acceptable.
- 4.12 Consoles shall have equipment compartments with full size rear accessible ventilated doors for the installation of a minimum of four tower style CPU's per console.
- 4.13 Consoles shall have a mounting system to accommodate up to ten (10) monitor displays, five (5) each 22" wide (24" diagonal) side by side with five (5) additional displays double stacked vertical. All flat screen monitor displays at each dispatch console shall utilize a flexible rack mounting system that allows displays to be arranged both horizontally and vertically (example five (5) displays horizontal with five (5) additional double stacked vertically).

The mounting hardware should be flexible in order to accommodate multiple configurations. Example: replacing two (2) 22" wide displays with one (1) 44" wide display as user needs change. The mounting system should also have the ability to adjust the focal depths of the displays based on user preference.

4.14 The monitor displays shall be attached to the consoles using a mounting systems using metal to metal bolting plates or similar. Wood screws will not be acceptable for this

- purpose. The metal mounting systems posts shall be powdered coated painted enamel is not durable and is not acceptable.
- 4.15 Console task lighting shall be dimmable LED's and equivalent to 100-watt light bulb at the maximum setting. The task light arms shall be fully adjustable using at least three (3) point of articulation.
- 4.16 Provide easily accessible convenient power and USB outlets for users' personal electronic items at each console.

### 5. Testing and Acceptance

- 5.1 The dispatch installer shall provide a testing and acceptance test plan including associated documentation forms.
- 5.2 Console tests should include:
  - a. Console fabrication and installation in conformance with the drawings, specifications and approved submittals.
  - b. The use of specified materials, fabrication techniques, and finishes.
  - c. Overall fit and finish of the consoles and accessories systems.
  - d. Full functionality of all dispatch console systems.
- 5.3 The console testing shall be observed by an authorized County representative and any deficiencies shall be corrected to the satisfaction of the County.

### Project

El Dorado County Public Safety Facility 200 Industrial Drive Diamond Springs, CA 95619

<u>Item Number</u>

W14

Item Name

Dispatch Workstations

Quantity

10

Description

See attached dispatch specifications for details

Manufacturer

Watsons Consoles or Approved Equal

Model Name Synergy Pro Model Number

**Dimensions** 

See Furniture Plans

Comments

See Furniture Plans & Attached Specifications for Details

Location

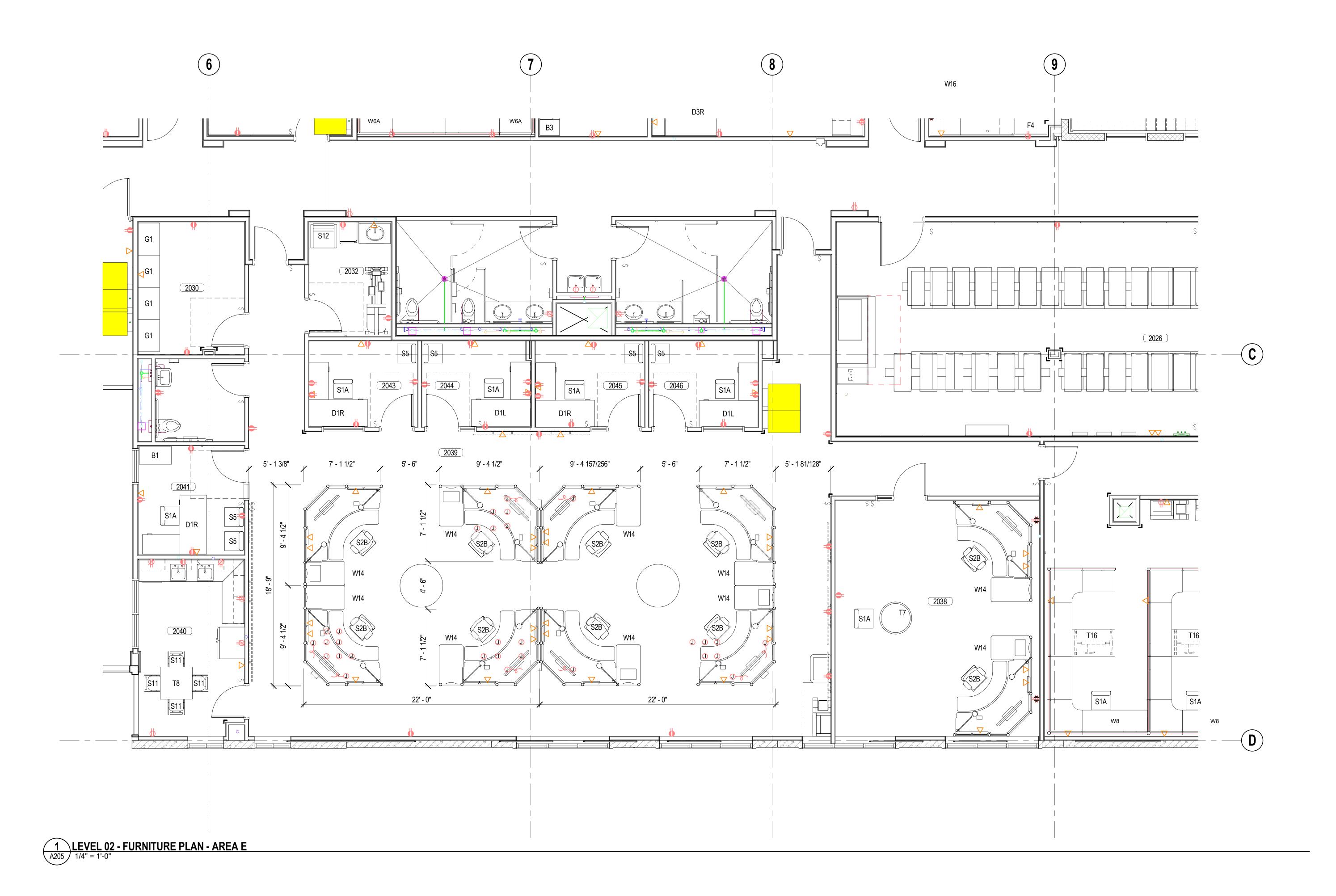
Public Safety Building Dispatch Consoles 2039 (8) Dispatch Training 2038 (2)

<u>Images</u>



Image for material and style reference only

Finishes



ARCH | NEXUS

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# El Dorado County Public Safety B

NEXUS PROJ. #: 15169
CHECKED BY: Checker
DRAWN BY: Author
DATE: Issue Date

LEVEL 02 -FURNITURE PLAN - AREA E

A205 18 of 42

2 UPS RM. 2027 1/4" = 1'-0"

**4** ELEC. RM. 2014 1/4" = 1'-0"

# SHEET NOTES

1. BRANCH CIRCUIT CONDUCTOR COUNT IS NOT SPECIFICALLY SHOWN ON PLAN. REFERENCE GENERAL NOTE #7 ON SHEET PS-E-0.1 FOR CIRCUIT REQUIREMENTS.

# KEYED NOTES (#)

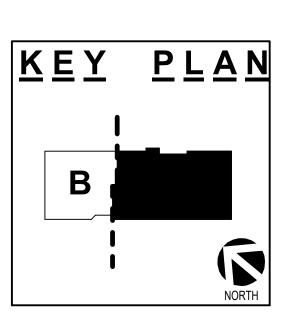
- 1. MULTISERVICE FLUSH FLOOR BOX. PROVIDE BOX WITH THE NECESSARY DEVICE PLATES AND FLANGED COVER. FINISH TO BE SELECTED BY THE ARCHITECT. PROVIDE AN ON-GRADE BARRIER WHEN MAKING DIRECT CONTACT WITH THE SOIL. COORDINATE EXACT LOCATION WITH OWNER/ARCHITECT AND/OR FURNITURE SYSTEM PRIOR TO ROUGH-IN. (TYPICAL)
- 2. PROVIDE A CONSTANT POWER CIRCUIT (NOT CONTROLLED) TO THE UNSWITCHED SIDE OF EACH DUPLEX RECEPTACLE SHOWN IN THIS OFFICE SPACE OR AREA. (TYPICAL)
- 3. PROVIDE A SWITCHED (CONTROLLED) POWER CIRCUIT TO THE SWITCHED SIDE OF EACH DUPLEX RECEPTACLE SHOWN IN THIS OFFICE SPACE OR AREA PER 2013 TITLE 24, PART 6-130.5(d).
- 4. PROVIDE A CONTROL RELAY AS NECESSARY IN ACCESSIBLE CEILING SPACE BETWEEN THE 120V RECEPTACLES AND THE LIGHTING CONTROL OCCUPANCY SENSOR(S) SERVING THIS OFFICE SPACE OR AREA. THE 120V RECEPTACLES SHALL BE CONTROLLED FOR AUTOMATIC SHUT-OFF PER 2016 TITLE 24, PART 6-130.5(d).
- 5. CONNECT TO LOCAL LIGHTING CONTROL OCCUPANCY SENSOR(S) SERVING THIS OFFICE SPACE OR AREA FOR AUTOMATIC SHUT-OFF TO THE 120V RECPECTACLES PER 2013 TITLE 24, PART 6-130.5(d).
- 6. PROVIDE (SWITCHED & UNSWITCHED) POWER CIRCUITS TO ALL RECEPTACLES INTEGRAL TO THE OFFICE FURNITURE SYSTEM AS NECESSARY PER KEYNOTES 2 & 3 ABOVE. (TYPICAL)
- 7. PROVIDE POWER CONNECTION TO THE OFFICE FURNITURE SYSTEM AS DIRECTED BY THE FURNITURE SYSTEM SUPPLIER. COORDINATE LOCATION AND REQUIREMENTS PRIOR TO ROUGH-IN.
- 8. PROVIDE 1-1/4" EMPTY CONDUIT AND STUB-UP INTO ACCESSIBLE CEILING SPACE FOR DATA.
- 9. PROVIDE A QUAD OUTLET INSIDE THE LOCKER COMPARTMENT. ONE DUPLEX RECEPTACLE SHALL BE CONNECTED TO NORMAL POWER AND THE OTHER SHALL BE CONNECTED TO STANDBY POWER INDICATED. PROVIDE A SEPARATION BARRIER BETWEEN NORMAL AND STANDBY POWER COMPARTMENTS. COORDINATE EXACT PLACEMENT WITH OWNER/ARCHITECT PRIOR TO ROUGH-IN. (TYPICAL FOR EVERY LOCKER COMPARTMENT)
- 10. MICROWAVE OVEN TO BE LOCATED IN CABINET SPACE BELOW AND IN CABINET SPACE ABOVE. COORDINATE OUTLET LOCATIONS WITH ARCHITECTURAL CABINET DETAILS PRIOR TO ROUGH-IN.
- 11. RECESS OUTLET TO SIDE OF CABINET BELOW COUNTER TOP.
- 12. MOUNT THE POWER OUTLETS TO CABLE TRAY ABOVE. COORDINATE PLACEMENT WITH I.T. CONTRACTOR PRIOR TO ROUGH-IN.
- 13. PROVIDE DISCONNECTING MEANS FOR ELEVATOR CAR LIGHTS AND ACCESSORIES PER NEC 620-53. MAKE NECESSARY CONNECTIONS TO EQUIPMENT AS DIRECTED BY ELEVATOR SYSTEM SUPPLIER.
- 14. PROVIDE ELEVATOR POWER MODULE SWITCH WITH SHUNT-TRIP COMPONENTS IN LOCKABLE NEMA-1 ENCLOSURE. FUSE PER MFR RECOMMENDATION. SEE ONE-LINE DIAGRAM FOR ELEVATOR
- MOTOR FEEDER SIZE AND REQUIREMENTS. 15. DUPLEX RECEPTACLE WITH DUAL PORT USB CONNECTORS.
- 16. PROVIDE 5" SQ LARGE CAPACITY BLANK ALUMINUM POWER/DATA POLE WITH NECESSARY CONDUIT KNOCK-OUTS, CEILING TRIM PLATE, POLE CLAMP, CARPET GRIPPER, ETC., FOR A COMPLETE SYSTEM. VERIFY CEILING HEIGHT PRIOR TO PURCHASE. WIREMOLD #NP800C-10-2B OR EQUAL.
- 17. PROVIDE UPS POWER CONNECTION TO (1) UPS OUTLET INTREGAL TO OFFICE FURNITURE SYSTEM AS DIRECTED BY THE OWNER. (TYPICAL PER STATION)

OUTLET(S) INTEGRAL TO OFFICE FURNITURE SYSTEM AS DIRECTED

- BY THE OWNER. (TYPICAL PER STATION)
- 19. FOR HOUSEKEEPING PAD REQUIREMENTS, REFERENCE GENERAL NOTE #20 ON SHEET PS-E-0.01. (TYPICAL)

18. PROVIDE CRITCAL POWER CONNECTION TO EMERGENCY

- 20. PROVIDE GFI OUTLET WITH "IN-USE" TYPE WEATHERPROOF COVER PER CEC 406.9(B). 21. ELECTRIC MOTOR AND ADA PUSHBUTTON FOR SWING DOORS. VERIFY EXACT REQUIREMENTS WITH THE SUPPLIER AND MAKE
- NECESSARY ELECTRICAL PROVISIONS FOR A COMPLETE SYSTEM.
- A 22. ELECTRIC FIRE SPRINKLER BELL. COORDINATE LOCATION WITH FIRE PROTECTION CONTRACTOR PRIOR TO ROUGH-IN. 23. PROVIDE CONTINUOUS POWER/DATA SURFACE MOUNTED
- ALUMINUM RACEWAY (WIREMOLD #AL5200B/C/D, OR EQUAL) WITH NECESSARY DEVICE COVER PLATES, COUPLINGS, CLIPS, GROUND CLAMPS, END FITTINGS, ETC., FOR A COMPLETE SYSTEM. COORDINATE WITH THE T-DRAWINGS FOR DATA LOCATIONS AND DEVICE CONFIGURATIONS PRIOR TO PURCHASE. MOUNT ABOVE DESK/COUNTER TOPS AND INSTALL OUTLETS EQUALLY SPACED APART. COORDINATE WITH FURNITURE SYSTEMS PRIOR TO
- 24. PROVIDE POWER JUNCTION BOX WITH THE NECESSARY MOUNTING SUPPORT TO ACCOMMODATE THE WEIGHT OF CEILING FAN. COORDINATE LOCATION WITH LIGHTING FIXTURES. (TYPICAL)
- 25. POWER OUTLET FOR PUBLIC KIOSK MACHINE. COORDINATE EXACT PLACEMENT WITH OWNER AND/OR SUPPLIER PRIOR TO ROUGH-IN.
- 26. PROVIDE CEILING MOUNTED RECEPTACLE FOR ASSISTED LISTENING SYSTEM. COORDINATE EXACT PLACEMENT WITH A/V SYSTEM CONTRACTOR PRIOR TO ROUGH-IN. (TYPICAL)
- 27. THE POWER/DATA POLE IS INTEGRAL WITH THE MODULAR FURNITURE SYSTEM. LOCATION MAY VARY IN FIELD. COORDINATE INSALLATION AND ELECTRICAL HOOK-UP REQUIREMENTS WITH SUPPLIER PRIOR TO ROUGH-IN. (TYPICAL)

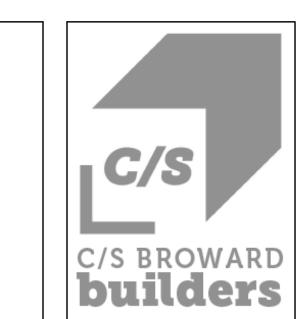


PARTIAL POWER PLAN - 2ND FLOOR - A

1/8" = 1'-0"

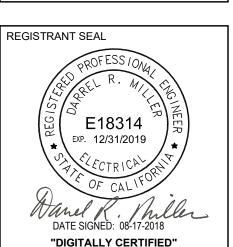






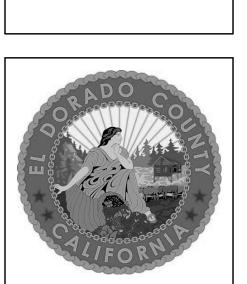


2024 Opportunity Drive, Suite 150 Roseville, California 95678 Telephone: (916) 338-7707 Fax: (888) 510-3055



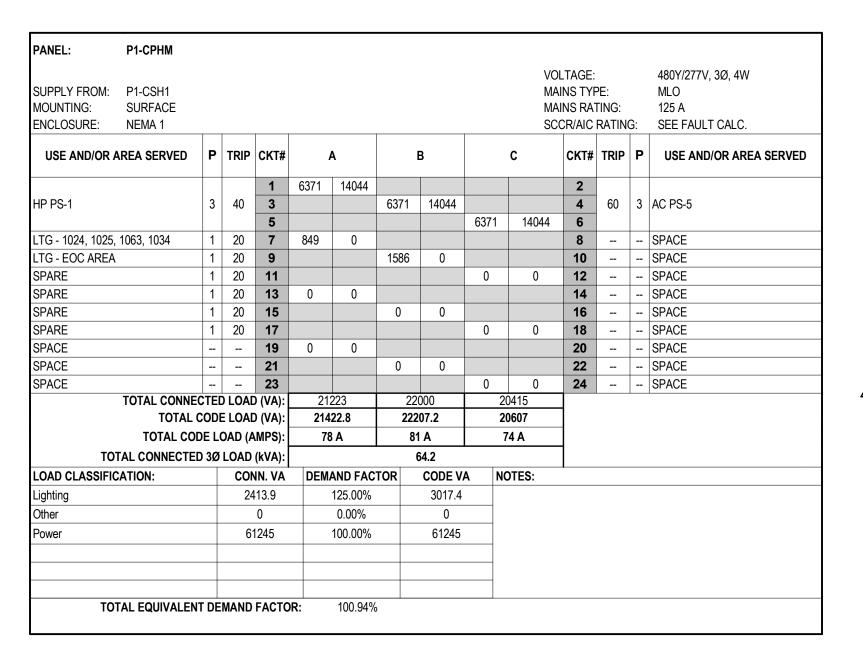
# "DIGITALLY CERTIFIED"

# C SAFETY LDING (PS DRIVE , CA 95619 ADO COUNTY PUBLIC PUBLIC SAFETY BUILI 200 INDUSTRIAL DIAMOND SPRINGS, ( ᆸ





SHEET NUMBER:



SUPPLY FROM: P1-T-CPLA MOUNTING: SURFACE ENCLOSURE: NEMA 1									MA MA	_TAGE: INS TYF INS RA <sup>T</sup> CR/AIC	PE: TING:	G:	208Y/120V, 3Ø, 4W MCB 150 A SEE FAULT CALC.
USE AND/OR AREA SERVED	Р	TRIP	СКТ#	A	A		В		С	CKT#	TRIP	Р	USE AND/OR AREA SERVE
REC - COMMUNITY RM 1097	1	20	1	1260	540					2	20	1	REC - EOC KITCHENETTE
REC - COMMUNITY RM 1097	1	20	3			1080	180			4	20	1	REC - EOC KITCH. MICROWAY
REC - COMMUNITY RM 1097	1	20	5					540	180	6	20	1	REC - EOC KITCH. REF.
REC - COMMUNITY RM 1097	1	20	7	540	180					8	20	1	REC - EOC KITCH. REF.
REC - COMMUNITY RM 1097	1	20	9			540	900			10	20	1	REC - OES SHERIFF 1089, 109
REC - EOC COMMAND 1102	1	20	11					540	720	12	20	1	REC - OES SHERIFF 1090
REC - EOC COMMAND 1102	1	20	13	540	0					14	20	1	FURNITURE SYSTEM OES
REC - EOC COMMAND 1102	1	20	15			540	0			16	20	1	FURNITURE SYSTEM OES GIS
REC - EOC COMMAND 1102	1	20	17					1080	360	18	20	1	REC - GIS 1097, EOC ELEC. RI
REC - EOC COMMAND 1102	1	20	19	1080	1000					20	20	1	REC - GIS 1097 COPIER
REC - SUPPLY STOR. 1092, EOC	1	20	21			720	1600			22	20	2	REC - GIS 1097 PLOTTER
FACP - ELEC. RM 1096-NOTE 1	1	20	23					500	1600	24	20		INEO - OIO 1097 I EOTTEN
Power	1	20	25	400	0					26			SPACE
SPARE	1	20	27			0	0			28			SPACE
SPARE	1	20	29					0	0	30			SPACE
SPARE	1	20	31	0	0					32			SPACE
SPARE	1	20	33			0	0			34			SPACE
SPARE	1	20	35					0	0	36			SPACE
SPARE	1	20	37	0	0					38			
SPARE	1	20	39			0	0			40	30	3	SPD /
SPARE	1	20	41					0	0	42			
P1-CPLB			43	3620	0					44			UNAVAILABLE
'FEED THRU LUGS'	3	0	45			4344	0			46			UNAVAILABLE
70741 0011170			47	0.4	00		2004	2672	_	48			UNAVAILABLE
TOTAL CONNEC				91			904		8192	-			
TOTAL COD			, ,		9.8	<u> </u>	936.2		8218.6	1			
TOTAL COD TOTAL CONNECTED				78	Α		34 A 27.3		68 A	1			
LOAD CLASSIFICATION:			IN. VA	DEMA	AND FAC	TOR	CODE V	<b>A</b> 1	NOTES:	-			
Motor	+		348		125.00%		435		1. PROVIDE L	OCK-O	N DEVI	ICE.	^
None	+		160		100.00%		2160		- · ·				A
Receptacle - General	+		100		100.00%		9100						
Power	+		5148		100.00%		15148						
I OWGI	_		, 170		100.00 /0		13140						
TOTAL EQUIVALENT													

SUPPLY FROM: P2-UPL3 MOUNTING: SURFACE ENCLOSURE: NEMA 1									MA MA	_TAGE: NS TYF NS RA <sup>-</sup> CR/AIC	PE: TING:	Ĵ.	208Y/120V, 3Ø, 4W MLO 100 A A SEE FAULT CALC.
USE AND/OR AREA SERVED	Р	TRIP	CKT#		A		В		С	CKT#		P	USE AND/OR AREA SERVE
FURNITURE SYS RM 2039	1	20	1	360	360					2	20	1	FURNITURE SYS RM 2039
FURNITURE SYS RM 2039	1	20	3			360	360			4	20	1	FURNITURE SYS RM 2039
FURNITURE SYS RM 2039	1	20	5					360	0	6	20	1	FURNITURE SYS RM 2039
FURNITURE SYS RM 2039	1	20	7	360	360					8	20		FURNITURE SYS RM 2039
FURNITURE SYS RM 2039	1	20	9			360	360			10	20		FURNITURE SYS RM 2039
FURNITURE SYS RM 2039	1	20	11					360	360	12	20		FURNITURE SYS RM 2039
FURNITURE SYS RM 2039	1	20	13	360	360					14	20		FURNITURE SYS RM 2039
FURNITURE SYS RM 2039	1	20	15			360	360			16	20		FURNITURE SYS RM 2039
FURNITURE SYS RM 2039	1	20	17					360	360	18	20		FURNITURE SYS RM 2039
FURNITURE SYS RM 2039	1	20	19	360	360					20	20		FURNITURE SYS RM 2039
FURNITURE SYS RM 2039	1	20	21			360	360			22	20		FURNITURE SYS RM 2039
FURNITURE SYS RM 2039	1	20	23					360	360	24	20	_	FURNITURE SYS RM 2039
SECURITY CPU RM 2039	1	20	25	360	720					26	20		RCPTS - RMS 2043,2044,2045
SECURITY CPU RM 2039	1	20	27	000	120	360	0			28	20	_	SPARE
SPARE	1	20	29					0	0	30	20	1	SPARE
SPARE	1	20	31	0	0					32	20		SPARE
SPARE	1	20	33			0	0			34	20	1	SPARE
SPACE	·		35					0	0	36	20	1	SPARE
SPACE			37	0	0			-		38			SPACE
SPACE			39			0	0			40			SPACE
SPACE			41					0	0	42			SPACE
TOTAL CONNE	CTED	LOAD		39	960	3	240	_ •	2520				0.7.02
TOTAL (			` '	39	60	3	240	2	2520	1			
TOTAL COI	DE LO	OAD (A	MPS):	34	I A	2	8 A	2	21 A	1			
TOTAL CONNECTED	3Ø	LOAD	(kVA):				9.7			1			
LOAD CLASSIFICATION:			IN. VA	DEM	AND FAC	TOR	CODE V	A NO	OTES:				
Receptacle - General			000	_	100.00%		9000						
Power			20		100.00%		720						
1 0 0 0 1		•			100.0070		120						
	+												
TOTAL EQUIVALEN	T DF	MAND	FACTO	 R:	100.00%								
IOIAL EQUIVALEN		1117111		,,,,	100.00/0	,							

PANEL:	P1-UPLA														
											VO	LTAGE:			208Y/120V, 3Ø, 4W
SUPPLY FROM:	P2-UDL1										MA	INS TYP	PE:		MLO
MOUNTING:	SURFACE											INS RA	_		100 A <u>/</u> A\
ENCLOSURE:	NEMA 1										SC	CR/AIC	RATIN	G:	SEE FAULT CALC.
USE AND/OR A	REA SERVED	P	TRIP	СКТ#	,	A		В			С	СКТ#	TRIP	Р	USE AND/OR AREA
REC - TR-PS1W 1	101 RACK	1	20	1	360	540						2	20	1	REC - TR-PS1W 1101
REC - TR-PS1W 1	101 RACK	1	20	3			360	0	0			4	20	1	OES SHERIFF WORK
REC - TR-PS1W 1	101 RACK	1	20	5						360	360	6	20	1	REC - OES SHERIFF
REC - TR-PS1W 1	101 RACK	1	20	7	360	0						8	20	1	SPARE
REC - TR-PS1W 1	101 RACK	1	20	9			360	0	0			10	20	1	SPARE
REC - TR-PS1W 1	101 RACK	1	20	11						360	0	12	20	1	SPARE
REC - TR-PS1W 1	101 RACK	1	20	13	360	0						14	20	1	SPARE
REC - TR-PS1W 1	101 RACK	1	20	15			36	0	0			16	20	1	SPARE
SECURITY CAME	RAS	1	20	17						100	0	18	20	1	SPARE
SECURITY CAME	RAS	1	20	19	100	0						20			SPACE
SECURITY CAME	RAS	1	20	21			100	0	0			22			SPACE
SPARE		1	20	23						0	0	24			SPACE
	TOTAL CONNE			` '	17	720		118	0	1	180		•		
	TOTAL	COD	E LOAI	) (VA):	17:	51.6		1201	.7	12	201.7				
	TOTAL CO	DE L	OAD (A	MPS):	15	5 A		10 <i>A</i>	4	1	10 A	_			
тот	AL CONNECTE	D 3Ø	LOAD	(kVA):				4.	2						
LOAD CLASSIFIC	ATION:		CON	N. VA	DEM	AND FAC	TOR	(	CODE V	A NO	OTES:				
Lighting				300		125.00%			375						
Other				360		100.00%			360						
None			2	880		100.00%			2880						
Receptacle - Gene	ral		į	540		100.00%			540						
Power	•					0.00%		0							
тот	AL EQUIVALEN	T DE	MAND	FACTO	R:	101.84%	0								
1															

VOLTAGE:

1080 0

1080 1080

MAINS TYPE:

208Y/120V, 3Ø, 4W

MLO

CKT# TRIP P USE AND/OR AREA SERVED

2 20 1 VAV UNITS - LEVEL 1 - AREA A
4 20 1 SPARE
6 20 1 SPARE
8 20 1 SPARE

1 SPARE

-- SPACE

-- SPACE

MAINS RATING: 100 A

SCCR/AIC RATING: SEE FAULT CALC.

P1-UPLB

USE AND/OR AREA SERVED P TRIP CKT#

TOTAL CONNECTED LOAD (VA):

TOTAL CODE LOAD (VA):

180

2800

TOTAL EQUIVALENT DEMAND FACTOR: 100.00%

TOTAL CODE LOAD (AMPS):

TOTAL CONNECTED 3Ø LOAD (kVA):

1000 1000

100.00%

100.00%

CONN. VA DEMAND FACTOR CODE VA NOTES:

900 **900** 

180

2800

SUPPLY FROM: P2-UDL1

MOUNTING: SURFACE

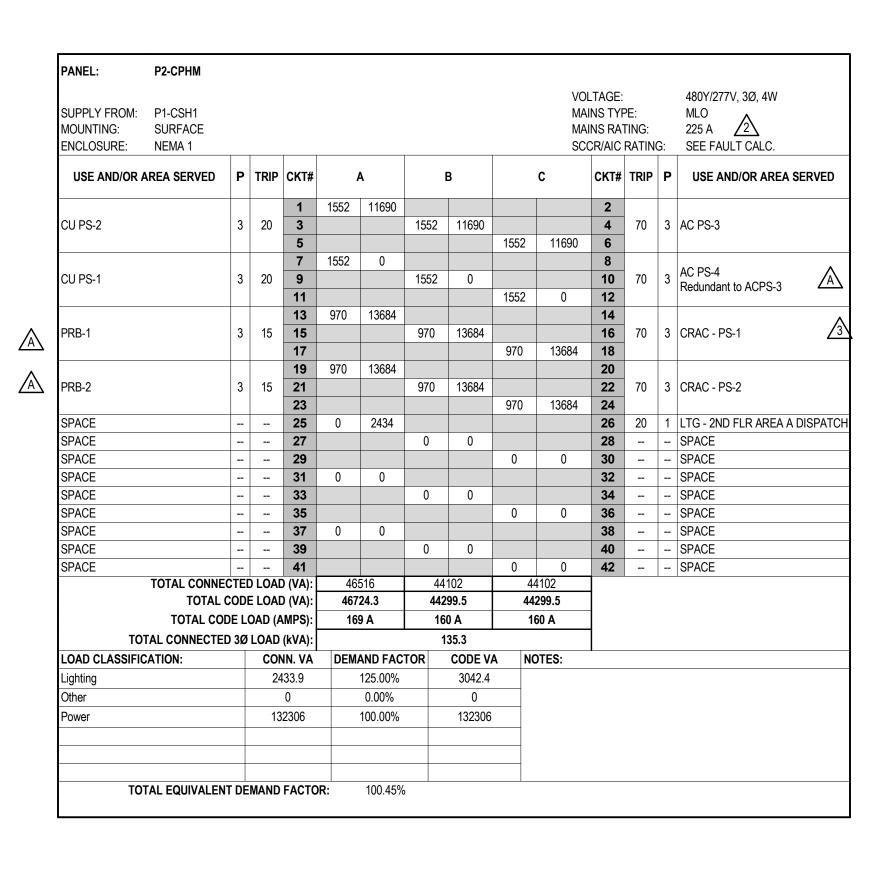
ENCLOSURE: NEMA 1

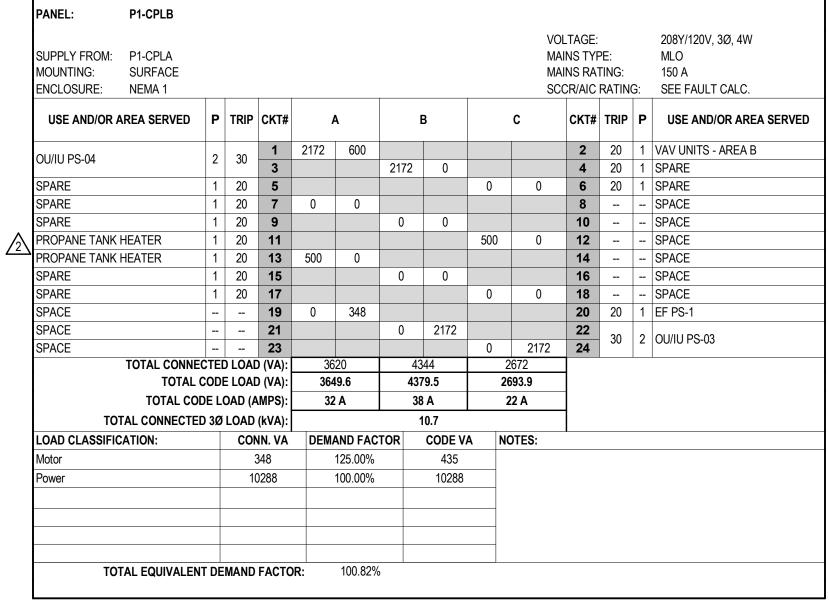
REC - MER 1024

REC - MER 1024

REC - MER 1024

Receptacle - General





P2-CPLA

USE AND/OR AREA SERVED P TRIP CKT#

TOTAL CONNECTED LOAD (VA):

TOTAL CODE LOAD (VA):

TOTAL CODE LOAD (AMPS):

7380 7264

TOTAL EQUIVALENT DEMAND FACTOR: 100.73%

SUPPLY FROM: P2-T-CPLA MOUNTING: SURFACE ENCLOSURE: NEMA 1

RCPTS - RM 2030, 2032 RCPTS - RM 2043, 2044 RCPTS - RM 2044, 2045 RCPTS - RM 2045, 2046 RCPTS - RM 2038 RCPTS - RM 2038

√5 OU/IU PS-01

LOAD CLASSIFICATION:

Receptacle - General

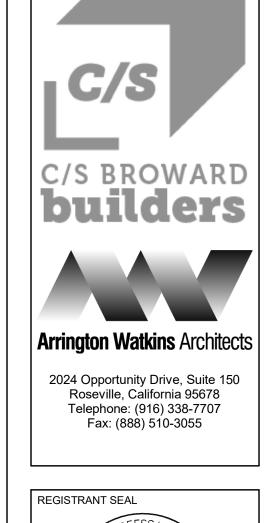
					_					
	100.82%	<u> </u>								
						VOL	TAGE:			208Y/120V, 3Ø, 4W
							NS TYF			MLO
						MAI	NS RA	TING:		225 A
						SCC	CR/AIC	RATING	3:	SEE FAULT CALC.
ļ	A		В			С	CKT#	TRIP	Р	USE AND/OR AREA SERVED
00	360						2	20	1	FURNITURE SYS RM 2039
		900	360				4	20	1	FURNITURE SYS RM 2039
				900	)	360	6	20	1	FURNITURE SYS RM 2039
80	360						8	20	1	FURNITURE SYS RM 2039
		1080	720				10	20	_	RCPTS - MONITORS RM 2039
				720	)	900	12	20	1	RCPTS - MONITORS RM 2039
20	360						14	20	1	
		0	180				16	20	1	
	_			0		0	18	20	1	SPARE
)	0						20	20	1	SPARE
		0	440			400	22	20	1	
0	0			0		400	24	20	1	VAV UNITS - LEVEL 2 - AREA A
)	0	217	2 0				26	20	,	SPD
		2172	2 0	217	2	0	30	30	3	SPD <u>A</u>
37	80		5852	217		152				
	7.6	;	5894.7			91.8	1			
32	Α		51 A			3 A	1			
			15.2				1			
DEM/	AND FAC	TOR	CODE V	Α	NO	TES:				
	125.00%		550							
	100.00%		7380							
	100.00%		7264							
					1					

PANEL:	P2-UPLC														
MOUNTING:	P2-UDL1 SURFACE NEMA 1										MAI MAI	TAGE: NS TYF NS RA CR/AIC	PE: TING:	<b>3</b> :	208Y/120V, 3Ø, 4W MLO 100 A A SEE FAULT CALC.
USE AND/OR AF	REA SERVED	Р	TRIP	СКТ#	,	A		В		(		СКТ#	TRIP	Р	USE AND/OR AREA SERVED
RCPT - RM 2090		1	20	1	900	0						2	20	1	SPARE
RCPT - RM 2090		1	20	3			900	0				4	20	1	SPARE
RCPT - RM 2090		1	20	5					900		0	6	20	1	SPARE
RCPT - RM 2090		1	20	7	900	0						8	20	1	SPARE
RCPTS - RM 2090		1	20	9			540	0				10	20	1	SPARE
SPARE		1	20	11					0		0	12	20	1	SPARE
SPARE		1	20	13	0	0						14			SPACE
SPARE		1	20	15			0	0				16			SPACE
SPARE		1	20	17					0		0	18	1		SPACE
SPARE		1	20	19	0	0						20			SPACE
SPARE		1	20	21			0	2172				22	30	2	OU/IU PS-06
SPACE				23					0		2172	24	50		00/10 1 0-00
•	TOTAL CONNEC			· / F		00		3612		30		1			
	TOTAL C			· '		00		3612			72				
	TOTAL COD		•	· •	15	A		32 A		27	΄Α	1			
	AL CONNECTED	3Ø	LOAD	(kVA):				8.5							
LOAD CLASSIFICA	ATION:	_		IN. VA	_	AND FAC	TOR	CODE V	A	NO.	TES:				
None				600		100.00%		3600							
Receptacle - Genera	al			540		100.00%		540							
Power			4	344		100.00%		4344							
TOTA	AL EQUIVALENT	ΓDE	MAND	FACTO	R:	100.00%	)								

PANEL: P1-UPLC													
SUPPLY FROM: P2-UDL1										VOLTAGE MAINS TY	PE:		208Y/120V, 3Ø, 4W MLO
MOUNTING: SURFACE ENCLOSURE: NEMA 1										MAINS RA SCCR/AIC		G.	125 A SEE FAULT CALC.
LINOLOGOILL. INCIVIA I										000147410		О. 	OLL I AOLI OALO.
USE AND/OR AREA SERVED	) P	TRIP	CKT#		4		В		С	CKT#	TRIP	Р	USE AND/OR AREA SERVED
REC - RACKS TR RM 1034	1	20	1	500	0					2		-	SPACE
REC - RACKS TR RM 1034	1	20	3			500	0			4			SPACE
REC - RACKS TR RM 1034	1	20	5					360	0	6			SPACE
REC - RACKS TR RM 1034	1	20	7	360	0					8			SPACE
REC - TR RM 1034	1	20	9			540	0			10			SPACE
SPARE	1	20	11					0	0	12			SPACE
SPARE	1	20	13	0	0					14			SPACE
SPARE	1	20	15			0	0			16			SPACE
SPARE	1	20	17					0	0	18			SPACE
SPARE	1	20	19	0	0					20			SPACE
SPACE			21			0	0			22			SPACE
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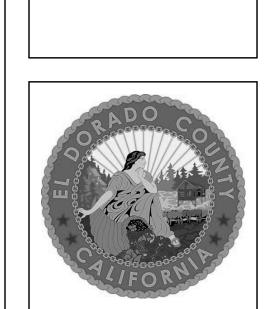
	PANEL SCHEDULES SHOWN					
	P1-CPHM	P1-CPLA	P2-UPLA	P1-UPLA		
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EL DORADO COUNTY PUBLIC SAFETY FACILI'
PUBLIC SAFETY BUILDING (PS)
200 INDUSTRIAL DRIVE
DIAMOND SPRINGS, CA 95619



NO.	REVISIO	N	DATE	
Α	PS COORDINA	ATION	06/01/18	
2	ASI 001		07/13/18	
3	ASI 004		08/17/18	
5	ASI 007		09/18/18	
PRC	JECT NO.:	2	017.033	
			24.0040	
DAT	E:	06-	01-2018	
DES	IGNED BY:	EE_		
DRA	WN BY:		SW	
APP	ROVED BY:		DRM_	
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PUBLIC SAFETY				
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### **EXHIBIT "B"**

### STANDARD TERMS AND CONDITIONS

By shipping on an order, the Vendor warrants that they have read and are in compliance with these instructions.

- **1. Taxes:** County is exempt from payment of Federal Excise Tax; Federal tax should not be included in any prices contained herein.
- **2. Alterations:** No alteration in any of the terms, conditions, delivery, price, quantities, specifications or services of this contract will be effective without prior consent of the Purchasing Agent of the County.
- 3. Failure to Deliver: If Vendor fails to deliver an article or service of the quality or quantity, in the manner or within the time called for by this contract: such article or service may be bought from any source by Purchasing Agent and if a greater price than named in the contract be paid for such article or service, the excess price will be charged to and collected from Vendor or sureties on its bond if bond had been required; or, the County may terminate the contract for default; or, the County may return deliveries already made and receive a refund. For any exception to the delivery date as specified on this Purchase Order, the Vendor shall give prior notification and obtain approval thereto from the Purchasing Agent of the County. Failure or refusal of Vendor to perform any work or service or do any act required under this contract shall constitute a default.
- **4. Force Majeure:** Vendor shall not be liable for any delay or failure to deliver any or all the goods if that delay or failure is caused by labor disputes, strikes, war, riots, insurrection, civil commotion, fire, flood, accident, storm or any act of God. The County shall not be liable for failure to take delivery of the goods attributable to any of the causes specified in this paragraph if they render it commercially impractical for the County to receive the goods. When either Vendor or the County claims an excuse for nonperformance under this paragraph, they must give reasonable notice to the other party.
- **5. Proposal, Quotation and Attachments:** This contract incorporates by reference on the face of this form, the provisions of any related bid request issued by County, any bid submitted by Vendor, or both. This contract incorporates by reference on the face of this form, the provision of any attachments. Vendor agrees that in the event of conflicting language between this contract and Vendor's printed form, the provisions of this contract shall take precedence. This section shall supersede any language in the Vendor's terms and conditions attempting to nullify County terms and conditions or to resolve language conflicts in favor of the Vendor's terms and conditions.

### 6. Warranty:

6.1 Warranty For Goods: Vendor warrants to the County and/or County customers that any and all goods covered by this contract will be new unless otherwise specified and will conform to the drawings, specifications, samples, description and time provisions furnished by the County and will be of first-class material and workmanship and free from defect. In the event of a defect, malfunction or failure of the goods to conform with this warranty, the County shall have the right to require the Vendor to repair or replace the goods without charge within five (5) business days from being notified of the defect. If the Vendor cannot replace the goods and repair either is not commercially practicable or cannot be made within such five (5) business day period, the County shall have the right to require the Vendor to refund the purchase price. Defective goods rejected by the County may, without prejudice to any other legal remedy (including, without limitation, incidental and consequential damages) be held at Vendor's risk and returned to Vendor at Vendor's expense. This warranty shall not be deemed to be waived by the County for any reason, including, without limitation, the County's acceptance of the goods or the County's failure to notify Vendor thereof. Further, the failure of the County to reasonably specify any defects in rejected goods shall not prevent the County from relying

on the defect to establish a breach, even though the Vendor could have cured the defect on proper notification.

- 6.2 Warranty for Services: Vendor warrants to County that any and all materials and equipment furnished under this contract will be new unless otherwise specified and that all services will be of good quality, free from faults and defects and in conformance with the contract. Neither final payment nor inspection of Vendor's services shall constitute an acceptance of services not done in accordance with this contract or relieve Vendor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. Upon request of County, Vendor shall immediately remedy any defects in the services, materials and/or equipment and pay for any damage resulting therefrom. The County shall have the unqualified option to make any needed replacement or repairs itself or to have such replacement or repairs done by the Vendor. In the event the County elects to have said work performed by the Vendor, the Vendor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the County; however, in no event shall such period exceed fifteen (15) calendar days. If the Vendor shall fail or refuse to comply with its obligations under this section, the County shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.
- **7. Termination:** At any time and without cause, the County shall have the right, at its sole discretion, to terminate this contract by giving seven (7) calendar days written notice to Vendor. In the event of such termination, Vendor shall only be entitled to payment for those goods that have been delivered and accepted by the County or services satisfactorily rendered through the date of termination.
- **8. Identification:** Purchase Order number must appear on all invoices, packing lists, shipping notices, instruction manuals, and any correspondence. Invoices must be fully itemized and show date, weights, sizes, quantities, discounts, etc. Render separate invoices for each Purchase Order.
- 9. Cash Discounts: In connection with any cash discount specified in this contract, time will be computed from the date of completed delivery of the goods or the completion of the performance of services as specified, or from the date that correct invoices are received if the latter date is later than the date of delivery and/or performance. For the purpose of earning the discount, payment shall be deemed to have been made on the date of mailing of the County warrant or check. Payment shall be made within thirty- (30) days following County's receipt of itemized invoices in triplicate. Payment shall be made at the prices stipulated herein for goods or materials delivered or services rendered and accepted less deductions, if any, as herein provided. Payment on partial deliveries or services may be made whenever amounts due so warrant or when requested by the Vendor and approved by the County.
- **10. Assignment:** This contract may not be assigned in whole or in part without the prior written consent of the County.
- **11. Independent Capacity:** In the performance of this Purchase Order, agents and employees of the Vendor shall act in an independent capacity and not as officers, employees or agents of the County.
- 12. Indemnity: The Vendor 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 damages to property or any economic or consequential losses, which are claimed to or in any way arise out of, or connected with the Vendor's services, operations or performance

hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Vendor and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly proscribed by statute. This duty of Vendor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

- **13. Nondiscrimination:** Vendor shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this contract are incorporated by this reference.
- **14. Patent Indemnity:** The Vendor agrees to hold the County, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this contract, and agrees to defend, at Vendor's sole expense, any and all actions brought against the County or the Vendor because of the unauthorized use of such articles.
- 15. Applicable Law and Forum: This contract shall be construed and interpreted according to the substantive law of the State of California

- excluding the law of conflicts. Any action to enforce the terms of this contract or for the breach thereof shall be brought and tried in the County of El Dorado.
- **16. Funding:** Funds for this Purchase Order are available on a fiscal year basis. Should funds not be available, this Purchase Order shall be cancelled in its entirety.
- 17. 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. Contact Tax Collector's Office, 360 Fair Lane, Placerville, CA 95667, telephone (530) 621-5800, for further information.
- **18.** <u>Returns:</u> The County reserves the right to return product within thirty (30) days of receipt by the County for credit or refund without a shipping or restocking fee. Product returned shall be in good condition and in the original package (if applicable). Defective product or product under warranty may not always be returned in the original package.

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# EXHIBIT "C" SAMPLE AGREEMENT FOR SERVICES

### CONTRACTOR NAME

### **Dispatch Center Installation Services**

### AGREEMENT FOR SERVICES #XXXX

THIS AG	REEMEN'	<b>Γ</b> , n	nade	and er	ntere	ed into by ar	nd betwe	en the Co	ounty of	El Dorad	do, a
political	subdivisior	of	the	State o	f C	alifornia (he	reinafter	referred	to as "(	County"),	and
						, a _			duly	qualified	d to
conduct	business	in	the	State	of	California,	whose	principal	place	of busi	ness
						(he	ereinafte	r referred	to as "(	Contracto	or").

### RECITALS

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide freestanding and modular office furniture installation for the Dispatch Center at the Public Safety Facility; and

**WHEREAS,** Contractor 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 state and local laws and ordinances applicable to the work, including compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775; and

**WHEREAS,** County has determined that the provision of such services provided by Contractor are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code 31000.

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

### **ARTICLE I**

**Scope of Services:** Contractor agrees to furnish personnel, equipment, supplies and services necessary to provide freestanding and modular office furniture installation for the Dispatch Center at the Public Safety Facility.

Floors, walls, the ceilings of buildings, and elevators shall be adequately protected by Contractor. Contractor shall take every precaution to protect all public and provide property. Any damages causes by the Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All costs for such repairs or replacements shall be solely the responsibility of the Contractor and will be replaced or repaired in a timely manner and at actual market value.

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Term:	This Agreement	shall	become	effective	when	fully	executed	by	both	parties
hereto a	and shall expire or	າ								

### **ARTICLE III**

**Compensation for Services:** For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor upon the satisfactory completion and County's acceptance of each work assignment in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of invoices detailing the services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit A marked "Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agi	greement shall not exceed \$	
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Invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces and on any enclosures or backup documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

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

or to such other location as County directs.

In the event that Contractor 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 XIX – Default, Termination, and Cancellation**.

### **ARTICLE IV**

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

### **ARTICLE V**

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

Federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

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

### ARTICLE VI

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

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

### **ARTICLE VII**

**Certified Payroll:** As required under the provisions of Labor Code Section 1776, Contractor and any subcontractors shall keep accurate payroll records as follows:

- The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractors in connection with the services provided under this Agreement.
- 2. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:
  - a. Make available or furnish to the employee or his or her authorized representative on request.
  - b. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
  - c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

### **ARTICLE VIII**

Contractor Registration: In accordance with California Labor Code Section 1771.1, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The contractor must post job site notices as prescribed by regulation 8 California Code of Regulations Section 16451. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations (DIR). The work is subject to compliance monitoring and enforcement by the DIR.

### **ARTICLE IX**

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

### ARTICLE X

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

### **ARTICLE XI**

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

### ARTICLE XII

**Reporting Accidents:** Contractor shall prepare and submit to County (within 24 hours of such incidents) reports of accidents at the site and anywhere else work under this Agreement is in progress in which bodily injury is sustained or property loss in excess of Five Hundred Dollars (\$500.00) occurs.

### **ARTICLE XIII**

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

### **CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

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

Signed:	Dated:	
-		 

### **ARTICLE XIV**

**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 XV**

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor 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 Contractor's responsibilities to County during the term hereof.

### **ARTICLE XVI**

Confidentiality: Contractor shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Contractor, and all Contractor's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's 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 XVII**

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

### **ARTICLE XVIII**

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

Contractor 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 Contractor or its employees.

### **ARTICLE XIX**

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

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

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

### **ARTICLE XX**

Audit by California State Auditor: Contractor 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, Contractor 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 XXI**

### **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 in 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.

- B. Bankruptcy: This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part upon seven (7) calendar days' written notice by County for any reason. 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 Contractor, 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, Contractor shall promptly

discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. 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.

### **ARTICLE XXII**

**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:

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

Attn: Russell Fackrell Facilities Manager

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

			—
Δttn:	Name	Title	

or to such other location as Contractor directs.

### **ARTICLE XXIII**

Change of Address: In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing 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 XXIV**

**Indemnity:** Contractor shall defend, indemnify, and hold County and its officers, agents, employees and representatives 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 Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers, agents, employees and representatives, or as expressly provided by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

### **ARTICLE XXV**

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

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$2,000,000 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Contractor in performance of the Agreement.
- D. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Contractor shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified herein below. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this

contract upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Contractor agrees that no work or services shall be performed prior to the giving of such approval.

- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without 30-day 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 all general and excess liability insurance policies.
- I. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in

consultation with County's Risk Management Division as essential for protection of County.

### **ARTICLE XXVI**

**Licenses:** Contractor warrants and represents that it holds a valid California license pursuant to the Contractors' State License Law (Business and Professions Code Sections 7000, et seq.), that its license is in good standing and that it possesses a Class C-61 / D34-Prefabricated Equipment Contractor License as required by the categories and types of work to be performed under this Agreement. Copies of Contractor's State Contractors' license(s) must be provided with this Agreement.

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

### **ARTICLE XXVII**

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

### **ARTICLE XXVIII**

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

# ARTICLE XXIX Guarantees:

A. Contractor shall guarantee all materials, parts and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of invoice that the work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to

other parts of the work resulting from such defects. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.

- B. If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any parts or equipment used in the performance of services under this Agreement, then the guarantee for such materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such parts, equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to parts, equipment and materials incorporated in the services provided and guaranteed by its suppliers or manufacturers.
- C. Contractor warrants to County that materials, parts and equipment furnished under this Agreement will be of good quality and new, unless otherwise required or permitted by the Agreement, that the work performed will be free from defects or flaws and is of the highest quality of workmanship and that the services provided will conform with the requirements of the Agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

### ARTICLE XXX

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 Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or the 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 XXXI**

**Interest of Contractor:** Contractor covenants that Contractor 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. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

### **ARTICLE XXXII**

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. Contractor 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 Contractor 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 XXXIII Nondiscrimination:

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 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. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

### ARTICLE XXXIV

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

### **ARTICLE XXXV**

**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 XXXVI**

Resolution of Claims: Contractor's attention is directed to California Public Contract Code Section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, Section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within forty-five (45) days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, Section 9204 requires submission of the claim to nonbinding mediation. Additionally, Section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within sixty (60) days of the public entity's written response and to pay interest at the rate of seven percent (7%) per annum on any amounts not paid in a timely manner. The provisions of Sections 20104 et seq. also apply to the resolution of claims under this Contract to the extent those sections are not in conflict with Section 9204.

### **ARTICLE XXXVII**

**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 XXXVIII

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

### ARTICLE XXXIX

**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 XL**

**Partial Invalidity:** If any provision of the 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 XLI**

**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.

Contr	ract Administrator Concurrence:	
Ву: _	Russell Fackrell Facilities Manager Chief Administrative Office	Dated:
Requ	esting Head Department Concurrence:	
Ву:	Don Ashton, MPA Chief Administrative Officer	Dated:
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**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

### -- COUNTY OF EL DORADO --

		Dated:	
		By:Board of Su	Chair upervisors "County"
	EST: es S. Mitrisin of the Board of Supervisors		
Ву:	Deputy Clerk	Dated:	
	C	ONTRACTOR	
Ву:	Name Title "Contractor"	Dated:	
Ву:	Corporate Secretary	Dated:	

# Exhibit "A" Fee Schedule



### **EXHIBIT "D"**

### TENTATIVE SECHEDULE FOR DELIVERY AND INSTALLATION

NOTE: The dates and schedule provided below are subject to change.

**Public Safety Building** 

Dispatch Console Installation

06/10/19 to 06/17/19