

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # *B-3

Urgent

Routine

AGENDA DATE August 26, 2008

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Negotiate a Contract for Engineering and Planning Services for the Repair or Replacement of the Heating, Ventilation, Air Conditioning System (HVAC) for the Community Service Facility - Chief Executive Office

STAFF RECOMMENDATIONS:

Authorize the Chief Executive Office to negotiate and enter into agreements for professional services to evaluate, engineer and plan for the repair or replacement of the HVAC system at the Community Services Facility (CSF) at 251 Hackett Road with Capital Engineer Consultants Inc., and construction management estimating and testing services as required to complete the evaluation phase of this effort.

FISCAL IMPACT:

In the 2008 -2009 Adopted Proposed Budget included a report regarding the rapidly deteriorating condition of the HVAC system at the CSF. The system is reaching the end of its life expectancy as it is now over 14 years in full service. Staff reported the building, or parts of the building, may periodically not be suitable for occupancy if further system failures occur. Initial estimates, without a fully engineered series of options for correcting the problem suggested a range of approximately \$1 million for an immediate repair to approximately \$4 million for full replacement. In either case, due to the magnitude of the effort, it will meet the criteria as a Capital Project and will require meeting legal bidding requirements.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2008-609

On motion of Supervisor Monteith, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT: (Continued)

At this time, the Chief Executive Office is recommending that a full range of options, from repair to replacement be evaluated by a qualified engineer to provide solutions to this issue. The recommended contract and scope of work for the recommended firm, Capital Engineering Consultants, Inc is \$50,000 and an additional \$8,500 for construction management planning services, and \$11,500 for project expense such as printing, legal and publications is recommended. The total estimated cost of the recommended first phase is \$70,000. This project will be funded by existing appropriations in the Plant Acquisition budget.

Upon completion of the first phase, the Chief Executive Office will return to the Board of Supervisors with a detailed report of the findings from the field investigation study, including an analysis of the scope of the problem, provide a wide range of options to repair or replace the HVAC Unit, and cost estimates to fix the HVAC system which are adaptable and flexible and consider both the operational impact of the solution as well as its expected life.

DISCUSSION:

Constructed in 1994, the Community Services Agency Facility is a two-story, steel-framed, office and administration facility and includes 252,000 square feet of space which was considered to be a state-of-the-art facility when the doors opened to Stanislaus County residents. The building is comprised of four major modules or pods. Current building tenants include the Community Services Agency, Child Support Services, Alliance Worknet and the Health Services Agency - Women, Infants, and Children (W.I.C.) program. Every day approximately 1,185 customers are served by County employees. The facility must remain in operation during normal business hours to serve public customers.

After years of continuous years of service, the HVAC system at the Stanislaus County Community Services Facility (CSF) is not working properly and has significant challenges. Staff does not believe the system will operate through another summer season and must repair / replace the system this winter when air conditioning is not needed. It is significant to note that the system is approaching the end of its life cycle.

Currently, there are many challenges to maintain a comfort level within the building. The existing HVAC units consist of nine (9) custom-built roof top DX air-cooled HVAC units. Each unit serves approximately 10% of the building area. The nine (9) custom-built rooftop units are in need of immediate repair and/or replacement. The County has replaced numerous reciprocating compressors over the past years. County maintenance believes the failures may be due to factory control integration problems between the building automatic temperature control system and the factory installed unit control system.

Conditioned air is distributed from the roof top HVAC Units through sheet metal ducts using variable air volume (VAV) boxes with hot water reheat coils to control the flow of air. The main supply air trunk duct distribution uses medium pressure ducting up-stream to the zone boxes and low-pressure down-stream of the VAV zone boxes. The majority of the return air is ducted. A small area of the ceiling serves as a return air plenum. Return air is ducted to the rooftop HVAC equipment. This portion of the air conveyance system is in good condition.

At this time an unknown number of VAV's zone boxes and heating water valves are failing. As a result the ambient temperature within the system can not be maintained as needed. The VAV boxes and heating water valves will have to be repaired or replaced. The replacement of the VAV boxes will require removing the existing boxes and replacing them with new boxes to match the existing supply air zone cubic feet per meter (CFM) and re-heat coil capacities. The system will also require re-balancing of the HVAC air and water systems.

The temperature of the air within the facility is controlled through a combination of pneumatic and direct digital control (DDC). The temperature control system is 1980's technology and is suspect of being a main source of the problems with the HVAC system.

The building has two Bryant natural gas fired heating hot water boilers, model RV500-W-FD6-WLX-LH with an output of 4000 millions of British thermal units per hour (MBTUH), each located on the ground level. The boilers are plumbed together via a single manifold. Two local hot water pumps circulate hot water through the boilers and two system pumps circulate hot water to the building distribution piping system. The boilers supply heated hot water to the warm-up coils in each Miller-Picking/York units and to the exterior VAV zone boxes. The County maintenance staff believes the warm-up cycle hot water coils lack the capacity to properly heat the building during the warm-up cycle time limits.

The County also suspects the hot water piping may be corroding. We must do forensic testing to check for deterioration of the steel and copper pipes.

The work will require a field investigation study to determine the cost effectiveness and value to totally replace some or all nine units versus replacing the factory DDC system and the refrigeration condensing and compressor sections. A life cycle analysis shall be made to support the decisions and recommendations for each system to be repaired and/or replaced with more efficient state-of-the-art HVAC equipment and components. An independent construction-estimating consultant shall be included to provide a detailed cost estimate of the systems and/or equipment as well as including repair and/or replacement recommendations in the report.

As a result of the adoption of the Proposed Budget where this issue was identified and recommended for follow-up analysis, a Request for Proposals (RFP) was issued on July 17, 2008 Professional Consulting/Engineering Services to evaluate and analyze the system and identify a range of options for repairs or replacement of the HVAC system at the Community Services Facility. Staff advertised in newspapers and trade journals for expert consulting service proposals.

On July 31, 2008 six (6) proposals were received. Staff evaluated each proposal and ranked the proposal from Capital Engineering, Inc as the most qualified proposal to conduct the recommended analysis. The price submitted by Capital Engineering is reasonable and within the amount expected for this phase of work. Staff recommends the Chief Executive Office be granted the authority to complete negotiations and execute a contract for these services consistent with the proposal submitted. It is expected that the analysis will be complete in eight weeks.

Upon completion of this phase of the project, Staff will:

- Evaluate the problems uncovered in the study;
- Provide a wide range of options to repair or replace the HVAC Unit;
- Evaluate the cost to correct the problems including life cycle costing;
- Analyze the impact of the corrections upon the staff with minimal disruptions to the normal functions of the staff and the customers;
- Return to the Board of Supervisors with recommendations for moving forward with the project including a proposed financing plan. This is a key factor in the planning effort as most of the programs located at this facility are funded primarily by the State and Federal Government and program reimbursement will be key to proceeding with a project.

POLICY ISSUE:

Approval of this action furthers the Board's Priorities of A healthy community and Efficient delivery of public services.

STAFFING IMPACT:

The County anticipates substantial review and interaction between the Community Services Agency Facility tenants, the Community Services Agency, the Alliance Worknet, the Department of Child Support Services and the Health Services Agency-Women, Infant's and Children's Program, General Services Facilities Maintenance Division and the Chief Executive Office Capital Projects staff on this project. Existing Capital Projects staff will coordinate this project with all Community Services Agency tenants.

PHEMISTER CONSTRUCTION MANAGEMENT, INC.

**WORK AUTHORIZATION NO. 19
FOR SPECIAL SERVICES
CSF HVAC, MODESTO**

1. This Work Authorization No. 19 is entered into effect on August 26, 2008, in accordance with the terms and conditions of the agreement between Phemister Construction Management, Inc., (“PCM”), and Stanislaus County dated December 20, 2003 (“Agreement”).
2. This Work Authorization is for those construction management services, for continued professional services through project completion. PCM's work shall include:
 - a. Project Management: The Construction Manager (“CM”) shall prepare Project Management Plans and coordination of orientation sessions with the Design Professionals and CM shall discuss and receive information regarding the Project, schedule, costs, administrative and other project parameters and requirements.
 - b. Master Schedule: The CM shall prepare a Master Schedule for each component of the Project. The Master Schedule shall specify the proposed start and finish dates for design(s), bid and award activities, each construction contract, and the dates by which certain project activities must be complete. The CM shall submit the Master Schedule to the Owner for review and acceptance.
 - c. Design Phase Milestone Schedule: In connection with the preparation of the Master Schedule, the CM shall review and comment on the Design Professionals Design Phase Milestone Schedule. The Design Phase Milestone Schedule may be used in conjunction with the Contract for the Design Professional, and shall be a method for judging progress during the Design Phase.
 - d. Project and Construction Budget: The CM shall prepare a Project and Construction Budget based on information provided by the Owner on the work required for the Project, and information developed by the CM as required by this contract. The Project and Construction Budget shall be revised as directed by the Owner.
 - e. Funding: The CM shall assist in the submission and tracking of grant funding for projects.
 - f. Cost Analysis: The CM shall review various design and construction alternatives. As a part of the cost analysis, the CM shall consider costs related to efficiency, usable life, maintenance, energy and operation.
 - g. Project Management Information System (MIS): The CM shall participate in communications between the Owner, CM, Design Professional, Contractor and other parties on the Project.
 - h. Design Phase Procedures: The CM shall identify procedures for reporting, communications and administration during the Design Phase.

3. Period of Performance: August 26, 2008 to December 31, 2008.

4. Method of Compensation and Rates:

<u>Name</u>	<u>Title</u>	
Gino Colacchia	On-Site Construction Manager	\$90.00 per Hour

5. Payment Terms: Per the Agreement.

6. Verification of Insurance: Per the Agreement.

7. Funding Source: Approved by the Board on August 26, 2008, Item B-3.

8. NOT TO EXCEED: \$5,197.00

TOTAL: \$5,197.00 (Work Authorization 19)
\$5,197.00

Dated: August 26, 2008



Stanislaus County



Phemister Construction Management, Inc.

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the **County of Stanislaus** ("County") and **CAPITAL ENGINEERING CONSULTANTS, INC.** on August 26, 2008.

Introduction

WHEREAS, the County has a need for professional services relating to the analysis of the heating and air conditioning system and recommendation to repair and/or replacement for the Stanislaus County Community Services Facility; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A (Description of Project and Scope of Work)** which is attached hereto and, by this reference, made a part hereof.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, provided that any use of such work for any purposes other than those provided in this Agreement shall be without risk or liability to Consultant.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work developed jointly by the consultant and the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and county laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 If the Consultant deems it appropriate to employ a subconsultant in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment.

2. **Compensation**

2.1 The Consultant shall be compensated on a **LUMP SUM NOT TO EXCEED** amount of **Thirty Two Thousand and no/100 (\$32,000)** for services as described in Exhibit A. Consultant's costs, which are normally considered to be "reimbursable expenses," such as copying charges, travel and hotel expenses are included

within the hourly rate charged by Consultant and Consultant shall not be entitled to separate or additional reimbursement of any reimbursable expenses.

2.2 Compensation for extra services, if authorized by the County in writing in advance of the work, shall be compensated on an Hourly Basis as in defined Exhibit C. Extra Services are specifically defined in Exhibit A.

2.3 Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.4 The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs.

2.5 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this Agreement upon 15 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant, subject to any applicable setoffs.

3.4 At the option of the County, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) sale of Consultant's business.

4. Representatives.

Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. Consultant hereby designates John Lionakis, Project Manager. Owner hereby designates Patricia Hill Thomas. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant's services. Each party may delegate all or some of its representative's role and function to some other representative.

5. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such

licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

6. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant - not the County - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. Insurance

7.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 General Liability. Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

7.1.2 Professional Liability Insurance. Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 Automobile Liability Insurance. If the Consultant or the Consultant's Board, officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

7.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this Agreement, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

7.3 The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its Board, officers, officials and employees as additional insureds regarding: (a) liability arising from or in

connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its Board, officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

7.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's Board, officers, officials, agents, and employees. Any insurance or self-insurance maintained by the County or County's Board, officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

7.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its Board, officers, officials and employees.

7.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

7.8 Insurance shall be placed with California-admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California-admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. Lesser ratings must be approved in writing by the County prior to the commencement of work under this Agreement.

7.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

7.10 At least ten (10) days prior to the date Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

7.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

8. Defense and Indemnification

8.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, Board, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction

to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, Board, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

8.2 Consultant's obligation to defend, indemnify and hold the County and its agents, Board, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

8.3 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

9. Status of Consultant

9.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances, to create an employer-employee relationship, partnership, or a joint venture.

9.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

9.4 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirements of law, shall be determined by the Consultant.

9.5 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

9.6 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

9.7 As an independent contractor, Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. Records and Audit

10.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sex, or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Capital Projects
825 12th Street
Modesto, CA 95354
(209) 525-4380 (phone)
(209) 525-4385 (fax)

To Consultant: Capital Engineering Consultants, Inc.
11020 Sun Center Drive
Rancho Cordova, CA 95670
Telephone : (916) 851-3500
Fax : (916) 631-4424

15. Conflicts

Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Consultant represents to and agrees with County that Consultant has no present, and will have no future conflict of interest between providing County services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County.

16. Confidentiality

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

17. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first herein above written.

COUNTY OF STANISLAUS By: <u>[Signature]</u> "County"	CAPITAL ENGINEERING CONSULTANTS, INC By: <u>[Signature]</u> By: <u>JOHN LIONORIS</u> "Consultant"
APPROVED AS TO FORM: By: <u>[Signature]</u> County Counsel	

EXHIBIT A

DESCRIPTION OF PROJECT AND SCOPE OF WORK

A. BACKGROUND:

Stanislaus County Community Services Facility Building is located at 251 East Hackett Road in Modesto, California. The existing two-story 240,000 GSF building was built in 1994. The building houses 1,286 employees and 1,185 visitors daily and must remain in operation during the HVAC repairs and/or replacement work. A phased approach of the work will be required. The HVAC system has operational problems involving the rooftop HVAC units, the VAV zone boxes and the automatic HVAC control systems. The building currently uses 5,514,996 KWH of electrical power per year and 46,279 Therms of natural gas per year.

The existing HVAC system includes nine (9) custom-built roof top Miller-Picking/York roof top DX air-cooled HVAC units. Each unit serves approximately 10% of the building area based on vertical divisions of the two-story building. York built the air-cooled DX refrigeration section and the air handler section is Miller-Picking. Each unit has varying capacity depending on size and range from 7,000 and 30,000 CFM. The air handlers have supply and return fans. Two (2) smaller York air-cooled roof top DX units also serve a minor area of the building. The roof is accessed via a vertical ladder in a janitor's closet on the second floor.

The nine (9) custom-built Miller-Picking/York rooftop units are 15 years old and are in need of immediate repair and/or replacement. The County has replaced numerous reciprocating compressors over the 15 years. The County maintenance staff believe the failures are due to the custom design Miller-Picking/York units having DDC factory control integration problems between the building Novar DDC automatic HVAC control system and the Miller-Picking/York DDC factory refrigeration controls. The Miller-Picking airside of the equipment is equipped with VFD fan drives.

The work will require a field investigation study to determine the cost effectiveness and value to totally replace all nine (9) Miller-Picking/York units Vs just replacing the factory DDC controls and the refrigeration condensing and compressor sections. The HVAC units are curb mounted on a steel frame that is integrated into the buildings structural system. The feasibility to repair and/or replacement the nine (9) Miller-Picking/York units needs to be established including the construction duration, down time, structural supports, and electrical requirements.

A life cycle analysis shall be made to support the decisions and recommendations for each system to be repaired and/or replaced with more efficient start-of-art HVAC equipment and components. An independent construction-estimating consultant shall be included to provide a detailed cost estimate of the systems and/or equipment required be repaired and/or replaced.

The building HVAC zones utilize VAV boxes for interior and exterior zones with hot water reheat coils at the exterior zones. The VAV boxes are Carnes with Kruger controls and Belimo hot water valves. A total of 345 hot water valves servicing the perimeter of the building and VAV's are equipped with Belimo 63 VAV's servicing the interior zones. At this time an unknown percentage of VAV's and Belimo hot water valves have failed resulting in the systems inability to properly control the space temperature for various reasons including failing VAV box controls and hot water control valves at the VAV boxes. The County would like to replace all the VAV boxes with new boxes with DDC controls.

The HVAC control system is a combination of pneumatic and DDC controls. The DDC control is a Novar Lingo system. A total of 335 VAV's are pneumatic and 73 VAV's use Novar DDC controls. The County would like to replace all the HVAC controls with Alerton Envision for BACTalk DDC controls to allow the building DDC control system to communicate with the County's standardized central HVAC building automation control system, which is an Alerton Envision for BACTalk system via the County's LAN system. The temperature controls at the roof top Miller-Picking/York equipment are factory DDC controls.

The main supply air trunk duct distribution uses medium pressure ducting up-stream to the zone boxes and low-pressure down-stream of the zone boxes. The majority of the return air is ducted. A small area of the ceiling serves as a return air plenum. Return air is ducted to the rooftop HVAC equipment. The ductwork is in

good condition. The replacement of the VAV boxes will require removing the existing boxes and replacing them with new boxes to match the existing supply air zone CFM and re-heat coil capacities. The system will also require re-balancing of the HVAC air and water systems.

The building has two Bryant natural gas fired heating hot water boilers, model RV500-W-FD6-WLX-LH with an output of 4000 MBH each located on the ground level. The boilers piping are manifold together. Two local hot water pumps circulate hot water through the boilers and two system pumps circulate hot water to the building distribution piping system. The boilers supply heating hot water to the warm-up coils in each Miller-Picking/York units and to the exterior VAV zone boxes. The heating hot water system operates at 125F leaving hot water temperature. The County maintenance staff believes the warm-up cycle hot water coils in the Miller-Picking/York units lack the capacity to properly heat the building during the warm-up cycle time limits.

The County also suspects the hot water piping may be corroding due the poor water treatment. The piping systems need destructive forensic testing to check for deterioration of the steel and copper pipes.

The County will require the design to meet Plan Check requirements and a building permit approval issued by the County. The County will hire and pay for a Plan Check firm to review the design.

B. SCOPE OF SERVICES INCLUDED

1. Analysis of existing rooftop air conditioning units / condensing units for replacement / repair,
2. Analysis of Novar DDC control of DX cooling systems and DDC controls in general,
3. Analysis of the terminal boxes / valves / actuators, including conversion of remaining pneumatic boxes to DDC and / or replacement of all terminal box controls. Pitot tube traverse airflow measurement of supply and return fans of existing air handling units to compare current readings against original scheduled values,
4. Analysis of heating hot water central equipment, controls, valves, and pipe integrity.

C. EXTRA SERVICES: The following services are not included in the initial Agreement. The Consultant will be compensated for the extra / additional services, if authorized by the County in advance in writing, on an hourly basis per the billing rates scheduled in Exhibit C, Compensation.

1. Employment of additional special subcontractors required by the County,
2. Preparation of owning or operating costs,
3. Design Services related to drainage, site utilities, or special piping services,
4. Value engineering sessions or review of Contractor or Construction Manager proposed cost cutting recommendations,
5. Work involved in securing utility company rebates,
6. Testing, adjusting, balancing, and / or measurement of existing air distribution systems beyond those indicated in the basic services,
7. Commissioning of building systems, services related to the development of commissioning plans and services related to support third party commissioning of the building,
8. Design services related to LEED certification and / or Green Guide for Health Care of building, studies necessary to determine feasibility of LEED certification and / or Green Guide for Health Care and the preparation or coordination of the documentation necessary for LEED certification and / or Green Guide for Health Care.

END OF EXHIBIT A

EXHIBIT B
SCHEDULE
Dated September 8, 2008
(Attached)

CSF HVAC REPAIR		Classic Schedule Layout			08-Sep-08 14:09	
Activity ID	Activity Name	Dur	Start	Finish		
COMMUNITY SERVICES		300	03-Jul-08 A	26-Aug-09		
Design		111	03-Jul-08 A	04-Dec-08		
CS000101	Prepare Request For Proposal	5	03-Jul-08 A	10-Jul-08 A		
CS000102	Advertise for Arch / Engr Proposals	20	11-Jul-08 A	31-Jul-08 A		
CS000103	Review and Shortlist Proposals	5	01-Aug-...	07-Aug-08 A		
CS000104	Interview Arch / Engr	5	07-Aug-...	07-Aug-08 A		
CS000105	Negotiate Arch / Engr Contract	5	11-Aug-...	21-Aug-08 A		
CS000109	Board Approval	3	22-Aug-...	26-Aug-08 A		
CS000109	Award Contract	40	27-Aug-...	22-Sep-08		
CS000109	Notice to Proceed	5	11-Sep-08	18-Sep-08		
CS001001	Prepare Study of HVAC System	35	18-Sep-08	06-Nov-08		
CS001001	Evaluate and Estimates Options	10	06-Nov-08	20-Nov-08		
CS001002	Review Study For HVAC Repair	5	20-Nov-08	27-Nov-08		
CS001002	Board Approval of Project of Project	5	27-Nov-08	04-Dec-08		
Bid and Award		112	15-Aug-08	19-Jan-09		
CS302020	Bid & Award Design Build HVAC Repair	112	15-Aug-08	19-Jan-09		
CS302021	Prepare Prequalification Documents	15	15-Aug-08	04-Sep-08		
CS302021	Advertise For Prequalifications For Desig...	22	05-Sep-08	06-Oct-08		
CS302021	Prequalify Design Build Teams	5	07-Oct-08	13-Oct-08		
CS302022	Advertise For Bids HVAC Repair	22	04-Dec-08	05-Jan-09		
CS302023	Review Bids and Recommend Award	5	05-Jan-09	12-Jan-09		
CS302024	Board approval to Award Contract HVAC ...	5	12-Jan-09	19-Jan-09		
Construction		157	19-Jan-09	26-Aug-09		
CS302030	Repair/Replace Hvac System	157	19-Jan-09	26-Aug-09		
CS302031	Notice to Proceed HVAC Repair	5	19-Jan-09	26-Jan-09		
CS302032	Complete Design Repair/Replace HVAC ...	132	26-Jan-09	29-Jul-09		
CS302033	Test And Balance HVAC System	20	29-Jul-09	26-Aug-09		

TASK filter: CSF HVAC System.

EXHIBIT C
COMPENSATION

Basic Services: Compensation for Basic Services as specified in paragraph 2, shall be a lump sum not to exceed amount of **THIRTY TWO THOUSAND DOLLARS (\$32,000)**.

Extra Services: Compensation for extra services not included in the Base Services as specified in paragraph 2, if authorized by the County in writing in advance of the work, shall be on an hourly basis per the following rate schedule:

Personnel Expenses

<u>Position</u>	<u>Hourly Rate</u>
Sr. Principal	\$210.00
Principal	\$190.00
Sr. Project Manager	\$160.00
Project Manager	\$156.00
Field Services	\$150.00
Senior Engineer	\$140.00
Engineer	\$125.00
Senior Designer	\$120.00
Designer	\$115.00
Technician / CADD	\$ 95.00
Clerical / Administration	\$ 75.00

Reimbursable Expenses include and are limited to:

Additional Specialty Subcontractors not Included in the Base Services,
Postage Other Than For General Correspondence,
Plan Check Permit and Inspection Fees Required By Governing Bodies,
Plotting Of CADD Originals,
Printing and Reproduction Costs Applicable To Project Submissions To Client Or Review Agencies,
Toll Calls,
Overnight or Daily Delivery Service When Required To Meet A Need Of The Client Not The Fault Of
The Consultant,
Reimbursable Expenses Will Be Billed At Actual Cost Plus A Service Charge Of 10%.

END OF EXHIBIT C