

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

DEPT: Chief Executive Office

BOARD AGENDA #: \*B-3

AGENDA DATE: September 19, 2017

**SUBJECT:**

Approval of a Professional Services Agreement with Miller Pezzoni and Associates Inc., of Modesto, California to Design an Emergency Generator Replacement System at the Community Services Facility

**BOARD ACTION AS FOLLOWS:**

No. 2017-489

On motion of Supervisor Withrow, Seconded by Supervisor Monteith  
and approved by the following vote.

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

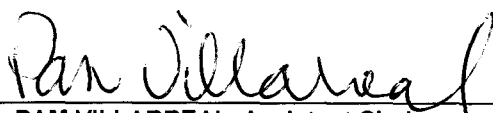
2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST:

  
PAM VILLARREAL, Assistant Clerk

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
AGENDA ITEM**

DEPT: Chief Executive Office  
Urgent  Routine

BOARD AGENDA #: \*B-3

AGENDA DATE: September 19, 2017

CEO CONCURRENCE: *pht*

4/5 Vote Required: Yes  No

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**SUBJECT:**

Approval of a Professional Services Agreement with Miller Pezzoni and Associates Inc., of Modesto, California to Design an Emergency Generator Replacement System at the Community Services Facility

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**STAFF RECOMMENDATIONS:**

1. Approve a Professional Services Agreement with Miller Pezzoni and Associates Inc., of Modesto, California to design an emergency generator replacement system at the Community Services Facility.
2. Authorize the Chief Operations Officer to execute the Agreement.
3. Authorize the Chief Operations Officer to sign Change Orders for up to \$25,000, consistent with the County's Change Order Policy.

**DISCUSSION:**

On August 8, 2017, the Board of Supervisors approved the successful final completion of the Community Services Facility (CSF) Heating, Ventilation and Air Conditioning (HVAC) and Roof Top Controls Replacement Project. The project was completed on-time and significantly under budget. During the construction project, the project team recommended that the CSF Emergency Generator be replaced. The original unit which provides emergency power was installed in 1994, and is near the end of its useful life. The current generator supports some, but not all of the split-system air conditioning units located in the CSF Information Technology (IT) equipment rooms. Included in these rooms are the County's servers, which house sensitive computer equipment which stores critical client program eligibility data. In the event of a catastrophic power loss to the facility, the IT rooms will begin to overheat. As the internal temperatures in the IT rooms rise, the equipment located within these rooms may be damaged by the heat.

The replacement emergency generator would be upsized from the original 250kw to a 400kw system that would provide sufficient power to allow all emergency equipment to power the facility's emergency mechanical systems and ensure against critical information loss and protect the safety and security of CSF staff. The emergency generator system ensures staff safety by powering needed fire life systems, emergency exit lighting, elevators and other mechanical equipment throughout the facility. In addition, the emergency generator provides emergency elevator operations and emergency egress lighting throughout the facility.

## Approval of a Professional Services Agreement with Miller Pezzoni and Associates Inc., of Modesto, California to Design an Emergency Generator Replacement System at the Community Services Facility

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To ensure continued operations and to protect the sensitive computer equipment, the Project Manager is recommending entering into an Agreement with Miller Pezzoni and Associates, Inc., of Modesto, California to design the replacement generator system for the Community Services Facility to service all of the facility's IT rooms, should the facility suffer a power outage. Miller Pezzoni and Associates Inc., was a key subcontractor in the HVAC Replacement Project and have extensive knowledge of the CSF.

After its design, the Project Manager will return to the Board of Supervisors for consideration to proceed with the bidding and installation of a new emergency power generator system.

### **POLICY ISSUE:**

Replacement of the Emergency Generator at the CSF is related to the HVAC Replacement Project. The Board of Supervisors approved the completion and closeout of the original construction contract on August 8, 2017. The Board of Supervisors has authority to approve additional project components and Agreements.

### **FISCAL IMPACT:**

If approved, this agreement for \$17,000 will be funded by existing appropriations in the approved CSF HVAC Replacement Project Budget. As of September 7, 2017, the balance in the approved CSF HVAC Replacement Project Budget was \$2,285,619. The expected cost of the entire generator replacement system is estimated to be less than \$500,000. It is appropriate to use this funding source to further protect the County's investment in the new HVAC System and the Facility.

Overall, the Project will continue to be delivered on time and well under budget and it is estimated that approximately \$1.5 million will be available to pay-down the debt incurred for this Project.

### **BOARD OF SUPERVISORS' PRIORITY:**

Approval of this item is consistent with the Board of Supervisors' Priority of Efficient Delivery of Public Services by ensuring that critical program eligibility data remains protected and available in the event of a catastrophic power failure.

### **STAFFING IMPACT:**

This project will be successfully completed by the Chief Operations Officer and existing Capital Projects Staff.

### **CONTACT PERSON:**

Patricia Hill Thomas, Chief Operations Officer. Telephone: (209) 525-6333

### **ATTACHMENT(S):**

1. Professional Services Agreement

# Attachment 1

(Professional Services Agreement)

**STANISLAUS COUNTY CHIEF EXECUTIVE OFFICE**  
1010 10<sup>TH</sup> STREET, SUITE 6800, MODESTO, CA 95354

**PURCHASE ORDER FOR PROFESSIONAL SERVICES**  
**STANISLAUS COUNTY COMMUNITY SERVICES FACILITY**  
**GENERATOR REPLACEMENT**

**DATE: August 29, 2017**

**1. IDENTIFICATION OF CONSULTANT:**

*Name: Miller-Pezzoni and Associates Inc.*  
*Address: 909 15<sup>th</sup> Street, Ste. 7, Modesto, California 95354*  
*Type of Entity: Consulting-Electrical Engineering*  
*License Number: C2359416*

**2. DESCRIPTION OF CONSULTANT'S SERVICES.** Services are as described in Owner's Request for Proposals, and the following:

The Consultant will provide the following:

- A. Develop a formal bid document and set of plans and specifications for the Community Services Facility Power and Ups Study. These plans and specifications will include:
1. Specification and installation of new generator to support existing and proposed new loads.
  2. Provide temporary standby power during new generator installation.
  3. Design of new electrical distribution onto emergency power from the following:
    - a. Existing CSA UPS within the server room.
    - b. Existing DCSS Server room (new panel and circuitry within space).
    - c. Existing DSCC TR (install new circuitry for receptacles within space).
  4. Provide bidding support related to RFI response and addenda creation.
  5. Provide construction administration duties related to RFI responses, submittal review and onsite meetings as directed.
  6. Deliverables to include drawings, specifications and narrative scope suitable for contractor pricing.
  7. Review contractor submittals and provide services as Owner representative during construction.

**3. COMPENSATION FOR CONSULTANT'S SERVICES.** Compensation for the Services shall be (select one):

Lump Sum of \$17,000 (with) (without) progress payments; or

[ ] **SCHEDULE FOR PERFORMING CONSULTANT'S SERVICES.** Services shall commence and complete by the following dates:

Commencement Date: August 30, 2017

Completion Date: Within 244 calendar days of Commencement Date.

**4. PERSONNEL SUPPLIED FOR CONSULTANT'S SERVICES.** Consultant shall use only the personnel listed below (resumes attached) in performing the Services. (If subconsultants are used, list the firm, personnel and attach resumes).

Kevin Pezzoni

**5. TERMS AND CONDITIONS.** Consultant shall perform the Services identified herein, in accordance with the terms and conditions of this Purchase Order, including without limitation, terms regarding Compensation, Schedule, Personnel, *Annex "A" Purchase Order Terms and Conditions*, and *Annex "B" Insurance*. Consultant acknowledges its opportunity to negotiate such terms and conditions.

**6. LIMITATIONS.** Changes made to printed Terms and Conditions on this Purchase Order are null and void unless approved in writing by the Owner. This instrument is void to the extent it requires payment by the Owner of more than ten percent (\$\_\_\_\_\_).

**7. USE OF PURCHASE ORDER.** The Purchase Order number must appear on all invoices and correspondence. Send invoices in duplicate to **Stanislaus County Chief Executive Office, 1010 10<sup>th</sup> Street, Suite 6800, Modesto, CA 95354** immediately upon performance.

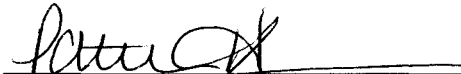
IN WITNESS WHEREOF the parties have executed this Purchase Order in duplicate as of the dates identified below.

**OWNER:**

**CONSULTANT:**

Stanislaus County

Miller-Pezzoni and Associates, Inc

By:   
[Signature]

By:   
[Signature]

Patricia Hill Thomas  
[Please print name here]

Kevin Pezzoni  
[Please print name here]

Title: Chief Operations Officer


Title: Vice President  
[If Corporation: Chairman, President, or Vice President]

Date: 9/20/17

Date: 9/6/17

END OF DOCUMENT

APPROVED AS TO FORM;  
STANISLAUS COUNTY COUNSEL  
BY

  
DATE: 9/2/17

## ANNEX A – PURCHASE ORDER TERMS AND CONDITIONS

This is an Annex to the Purchase Order for Professional Services Agreement dated 8/30/2017 (“**Purchase Order**”) between Owner and Consultant, as described therein, for the provision of professional services (“**Services**”).

### ARTICLE 1 – TERMS OF PERFORMANCE

- 1.01 Purchase Order Force and Effect.** The provisions of this Purchase Order constitute the entire agreement between the Consultant and Owner regarding the Services, shall supersede all other prior purchase orders/agreements between Consultant and Owner with respect to the Services, and shall control over any inconsistent provisions in any Consultant-prepared attachments hereto. No representation, term or covenant not expressly specified in this Purchase Order shall, whether oral or written, be a part of this Purchase Order. Owner is not responsible for Services rendered without the authority of a Purchase Order on this form.
- 1.02 Performance of Services.** Consultant represents that it possesses the requisite training, licenses and permits necessary to perform the Services, and that its performance of the Services shall conform to the standard of practice of a professional having specific experience and expertise in professional services of like nature and complexity of the Services.
- 1.03 Progress and Coordination.** Upon Owner’s request, Consultant shall provide Owner with progress submittals showing status of Services, at times and increments as Owner may reasonably request, and shall provide Owner with a progress schedule for performance of the Services, at times and in a level of detail as Owner may reasonably request. Consultant shall coordinate with Owner and authorities with jurisdiction as necessary to perform the Services. Time is of the essence in the performance of the Services.
- 1.04 Plans, Specifications, Reports, Deliverables.** Work product under this Purchase Order shall be professional in appearance, comply with the requirements of this Purchase Order and with design criteria established by Owner, applicable laws and codes, and with all applicable professional standards. Services shall meet this standard within the agreed compensation and schedule; services necessary to correct work product, errors or omissions in work product, shall not entitle Consultant to an increase in compensation.
- 1.05 No Waivers.** The granting of any payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall not limit or waive Consultant’s obligations under this Purchase Order. Either party’s waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Purchase Order, shall not be a waiver of any other right to which any party is entitled, and shall not in any way limit or modify that party’s right thereafter to enforce or compel strict compliance with every provision hereof.
- 1.06 Modifications.** This Purchase Order may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Consultant. Consultant’s authorized representative is the individual signing this Purchase Order unless Consultant otherwise informs Owner in writing.
- 1.07 Payment Requests.** Consultant shall submit all billings with all necessary invoices, time records, deliverables, or other appropriate evidence of performance, after which Owner shall make payment at the earliest practicable time. If requested by Owner to facilitate the payment process and track progress, Consultant shall provide Owner with an itemization of its compensation according to a Work Breakdown Structure (“**WBS**”) in a form Owner supplies or approves (at Owner’s option), that defines all Purchase Order tasks (Consultant’s and Subconsultants’), along with a project schedule defining the time line for each task, a project budget defining the planned

man-hours and costs for each task, and a schedule of deliverables defining each deliverable to be provided to District.

- 1.08 Scope of Compensation.** Agreed method of compensation shall be full compensation for all Services required, performed or accepted under this Agreement, and Consultant shall not be entitled to compensation or reimbursement beyond or outside of agreed compensation. If Consultant previously commenced services within the scope of the Services, then the services performed and the compensation paid shall be subject to the terms of this Purchase Order.
- 1.09 Additional Services.** Payment for Additional Services shall require a written addendum or amendment, negotiated and signed by the Consultant and Owner prior to commencing work of Additional Services, providing for the scope, schedule and terms of compensation.

## **ARTICLE 2 – LEGAL AND MISCELLANEOUS**

- 2.01 No Assignment.** Consultant shall not subcontract any portion of the Services or otherwise assign this Purchase Order without prior written approval of Owner, and Consultant shall remain responsible for compliance with all terms of this Purchase Order, regardless of the terms of any such assignment.
- 2.02 Records and Audit.** At Owner's request, Consultant shall make available to Owner, its authorized agents, officers, or employees, for audit, photocopy or compilation, any and all ledgers, books of accounts, invoices, payrolls, vouchers, cancelled checks, correspondence, internal memoranda, calculations, drafts, and other records or documents evidencing or relating to the performance of the Services (hard copy or electronic), expenditures and disbursements charged to Owner in connection with the Services. Consultant shall maintain such documents for at least three (3) years following completion of the Services. Such rights shall be specifically enforceable.
- 2.03 Independent Contractor.** Consultant is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Consultant is not entitled to any benefits that Owner provides to Owner employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Purchase Order regarding direction apply to and concern the result of the Consultant's provision of Services, not the means, methods, or scheduling of the Consultant's work. Consultant shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Purchase Order. Consultant shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Purchase Order as Owner's responsibility.
- 2.04 Indemnity/Liability.** To the extent of its proportionate fault and as permitted by law, Consultant shall defend, indemnify and save the Owner, and all of its officers, directors, representatives, agents and employees (together "**Indemnitees**"), from and against any and all claims and liability of any type resulting from Consultant's breach of and/or negligent performance under this Purchase Order. Defense counsel retained under this section shall be subject to the Indemnitees' reasonable approval. Notwithstanding any provision of this Purchase Order, the Indemnitees shall not be liable, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with this Purchase Order or the Services. The Indemnitees' rights and remedies, whether under this Purchase Order or other applicable law, shall be cumulative and not subject to limitation.
- 2.05 Conflict of Interest.** 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 work and services required under this Purchase Order. Without limitation, Consultant represents to and agrees with Owner that Consultant has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing Owner services



hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to potential suppliers, vendors, consultants, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.

- 2.06 Confidentiality.** Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Purchase Order for Owner, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify Owner in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Purchase Order. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to Owner hereunder.
- 2.07 Ownership of Results.** Any interest (including copyright interests) of Consultant or its contractors or subconsultants (together, "**Subconsultants**"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its Subconsultants in connection with the Services, shall become the property of Owner. To the extent permitted by Title 17 of the United States Code, work product produced under this Purchase Order shall be deemed works for hire and all copyrights in such works shall be the property of Owner. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not works for hire under U.S. law, Consultant hereby assigns to Owner all copyrights to such works. With Owner's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities. As respects Consultant's standard details and proprietary design instruments of service (not specific to this Purchase Order), however, Owner shall have only a non-exclusive but otherwise unrestricted license to use the materials prepared in connection with this Purchase Order.
- 2.08 Non-Discrimination Policy.** Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Consultant shall comply with all federal, state and local laws (including, without limitation, all County and Owner ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time. Consultant shall provide all information reasonably requested by Owner to verify compliance with such matters. Consultant stipulates, acknowledges and agrees that Owner has the right to monitor Consultant's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.
- 2.09 Termination and Suspension.** (i) Owner may, with or without cause, direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods of time as Owner may determine in its sole discretion. (ii) Owner may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Consultant commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of Owner's written notice to Consultant demanding such cure, in which case Consultant shall be liable to Owner for all loss, cost, expense, damage and liability resulting from such breach and termination. (iii) Owner may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever Owner determines that such termination is in Owner's best interests, in which case Consultant shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. Consultant shall continue its work throughout the course of any dispute, and

Consultant's failure to continue work during a dispute shall be a material breach of this Purchase Order.

- 2.010 Execution; Venue; Limitations.** This Purchase Order shall be deemed to have been executed in the City where the Project is located. Enforcement of this Purchase Order shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in this Purchase Order, nothing in this Purchase Order shall operate to confer rights or benefits on persons or entities not party to this Purchase Order. As between the parties to this Purchase Order, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of this Purchase Order, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

### **ARTICLE 3 – CONSTRUCTION OF AGREEMENT**

- 3.01 Headings.** The headings in this Purchase Order are for convenience only and do not affect the construction of this Purchase Order.
- 3.02 Modifications.** Modifications to this *Annex "A" Purchase Order Terms and Conditions* shall not be effective unless approved and initialed by Owner's legal department or Contracts Manager.

### **ARTICLE 4 – CONSULTANT'S PROPOSAL AND OTHER CONSULTANT-PREPARED DOCUMENTS**

- 4.01 Exhibit 1.** Exhibit 1 consists of Consultant-prepared documents (e.g., Consultant's proposal, if any) attached to this Purchase Order for reference only, defining further the scope of Consultant's scope of Services hereunder.
- 4.02 Complementary Construction.** This Purchase Order, its Annexes and attachments (including but not limited to the attached Exhibit 1) are deemed complementary; what is called for by one is as binding as if called for in both and shall be performed by Consultant. In the case of direct conflict, then the requirement providing Owner with the broader scope of services shall have precedence.
- 4.03 Modifications.** Exhibit 1 may not supplement, contradict or qualify *Annex "A" Purchase Order Terms and Conditions*, except as listed below and initialed by a member of Owner's legal department or Owner's Contracts Manager.
- 4.04 Named Personnel and Subconsultants.** It is recognized that the named personnel and Subconsultants in the Purchase Order are not bound by personal employment contracts to Consultant, however, Consultant agrees that reassignment of any of the named personnel or Subconsultants during the Services requires prior written approval of Owner, which approval shall not be unreasonably withheld. Under no circumstances may Consultant replace personnel or Subconsultants with less qualified or less experienced personnel, without Owner's written consent, which may be withheld by Owner on a reasonable belief of good cause.

**END OF ANNEX "A"**

## ANNEX B – INSURANCE REQUIREMENTS

This is an Annex to the Purchase Order for Professional Services Agreement dated 8/30/2017 (“**Purchase Order**”) between Owner and Consultant, as described therein, for the provision of professional services (“**Services**”).

### ARTICLE 5 – INSURANCE

**Consultant’s Duty to Show Proof of Insurance.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Coverage shall be at least as broad as:

#### **Commercial General Liability (CGL)**

Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project / location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

#### **Automobile Liability**

If the Consultant or the Consultant’s officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(Not required if consultant provides written verification it has no employees)

#### **Professional Liability** (Errors and Omissions)

Insurance appropriate to the Consultant’s profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and / or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and / or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

#### **Application of Excess Liability Coverage**

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance Provisions.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **Additional Insured / Waiver of Subrogation**

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the

Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

### **Primary Coverage**

For any claims related to this contract, the **Consultant's insurance shall be primary** for insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

### **Waiver of Subrogation**

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

**Reporting:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials employees, agents or volunteers.

### **Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County.**

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

### **Verification of Coverage**

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

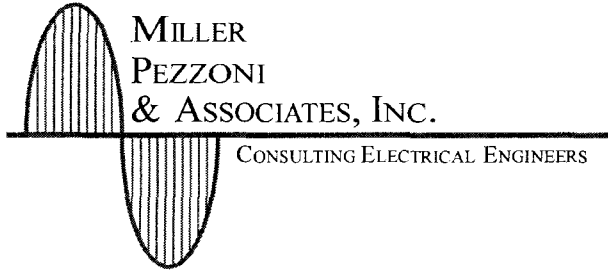
**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

**Insurance Limits**

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the PO for Consultant to procure and maintain a policy of insurance.

**END OF ANNEX "B"**



July 17, 2017 (Revised August 24, 2017)

Mr. Jason Roberts  
Stanislaus County Capital Projects  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, CA 95354

Project: CSA Emergency Power & UPS Study – Additional Services #02

Dear Mr. Roberts:

Thank you for the opportunity to provide this proposal. The scope of proposed services is as follows:

Develop a formal bid document set of plans and specifications for the above project. Take the narrative and outline scope to develop a complete plan set which shall include:

- Specification and installation of a new generator to support existing and proposed new loads.
- Temporary standby power during new generator installation.
- Design of new electrical distribution onto emergency power for the following:
  - Existing CSA UPS within the server room.
  - Existing DSCC Server room (new panel & circuitry within space).
  - Existing DSCC TR (install new circuitry for receptacles within space).
- Provide bidding support related to RFI response and addenda creation.
- Provide construction administration duties related to RFI responses, submittal review, and onsite meetings as directed.

Deliverables will be drawings, specifications, and narrative scope suitable for contractor pricing. Review contractor submittal and provide services as Owner representative during construction.

Our fee to complete the above added work will not exceed \$10,000, T&M.

Total fees on the project include:

AS#01 (Design Development)	\$ 7,000
AS#02 (CDs & CA Services)	<u>\$10,000</u>
Net Total	\$17,000

**MODESTO**

909 15th Street, Suite 7  
Modesto, CA 95354  
(209) 575-0312

[www.mpa-ee.com](http://www.mpa-ee.com)

**SAN FRANCISCO**

795 Folsom Street, 1st Floor  
San Francisco, CA 94107  
(415) 652-6592

Should this proposal meet with your approval, please forward a work authorization or sign below and return. Thank you for the opportunity to be of service to you.

Sincerely,

Kevin L. Pezzoni, P.E.  
Vice-President  
Miller-Pezzoni & Associates, Inc.

KLP:jb

F:\16\695 Stan Co CSA Emergency Power & UPS Study\Docs\Proposal\Stan Co CSA Emergency Power UPS Study AS 02 Revised 2017-08-24.docx

Approved: Stanislaus County Capital Projects

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**MODESTO**

909 15th Street, Suite 7  
Modesto, CA 95354  
(209) 575-0312

[www.mpa-ee.com](http://www.mpa-ee.com)

**SAN FRANCISCO**

795 Folsom Street, 1st Floor  
San Francisco, CA 94107  
(415) 652-6592

Billing Contact Information

Please provide your billing contact information below:

*Billing should be sent to:*

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone No. \_\_\_\_\_ Client's Project Number \_\_\_\_\_

If special handling is required, e.g. hard copy back up, supplemental invoices, etc., please provide specific instructions:

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# Miller-Pezzoni & Associates

909 15<sup>th</sup> Street, Suite 7

Modesto, CA 95354

(209) 575-0312 ~ FAX (209) 575-0813

## FEE SCHEDULE FOR PROFESSIONAL SERVICES

EFFECTIVE: JANUARY 1, 2017

The Following Fees are presently in effect for professional services available from our firm:

### CONSULTATION SERVICES:

Investigative/Expert Witness/Professional Consultation TBD\*

### ENGINEERING SERVICES:

Principal Engineer	\$195.00 Per Hour
Project Manager	\$170.00 Per Hour
Senior Engineer	\$150.00 Per Hour
Associate Engineer	\$130.00 Per Hour
Assistant Engineer	\$100.00 Per Hour
Cad Operator	\$80.00 Per Hour
Clerical	\$60.00 Per Hour

\* Charges for investigative services, expert witness or consultation are generally not applicable to projects involving the preparation of plans or specifications for construction projects.

The fees, terms and conditions stated herein are included and a part of this Agreement by reference.

Carrying charges equal to one percent per month, twelve percent A.P.R., may be assessed to all accounts over 30 days of billing, pursuant to our Standard Terms of Agreement, which are attached to and included in this agreement by reference.

The Client agrees to limit our liability and to defend and hold harmless for any cause in connection with this project to a maximum of our net aggregate fees as stated in this proposal. The Client and Owner further agree that any cause of action shall be adjudicated in Stanislaus County, California. The prevailing Party to any action shall be entitled to the full recovery of all expenses, fees, hours and consultants associated with defending such actions, all to be paid by the non-prevailing Party or Parties, based upon percentage of award of damages or dismissal.

Project fees quoted include one check set and one final vellum plot. Additional costs as follows:

24 x 36 Bond Print \$20.00 each

24 x 36 Vellum Plot \$30.00 each

All transmittals via U.S. mail included in base proposal. Express mail, UPS, Fed Ex services additional at cost - multiplier 1.5. Should actions be taken for the collection of fees due, the prevailing party will be entitled to full recovery of costs of collection paid by the non-prevailing party. This agreement is entered into on the above referenced date in Stanislaus County, California.

Should any provision of this Agreement be found to be unenforceable by the presiding Court or authority, the entire balance of this agreement shall remain in full force and effect.