

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Arup US Inc (Arup) with an address at 900 Wilshire Boulevard, 19th floor, Los Angeles, CA, 90017 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, recent Public Safety Power Shut-off (PSPS) events, the Thomas Fire, and the subsequent 1/9 debris flow event, have resulted in increased interest from the Board of Supervisors and the community on the topic of energy reliability.

WHEREAS, CONTRACTOR shall provide Energy Assurance Services (EAS) as set forth herein, including, but not limited to, technical assistance and building audits, to facilitate increased resilience of public and private sector commercial, multi-family residential, and other critical facilities in Santa Barbara County.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Ashley Watkins at phone number (805-568-3514) is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Martin Howell at phone number (310-578-4469) is the authorized representatives for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Ashley Watkins, Division Chief
County of Santa Barbara, Sustainability Division
123 E Anapamu Street, 2nd Floor Suite 233
Santa Barbara, CA 93101
Tel: 805-568-3514

To CONTRACTOR:

Martin Howell CEM LEED AP, Associate Principal
ARUP
900 Wilshire Blvd 19th Floor Los Angeles CA 90017 USA
t +1 310 578 4400 d +1 310 578 4469
f +1 310 861 9029 m +1 310 484 4051

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance upon approval and execution by all parties and end performance on December 31, 2025 unless otherwise directed by COUNTY or unless earlier terminated. To allow for the completion of the Scope of Work, the Director of the County Community Services Department or designee is authorized to execute amendments on behalf of COUNTY to make changes extending the length of the Term up to a maximum of 1 additional year, no later than December 31, 2026.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBITS B, B-1, and B-2 attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBITS B, B-1, and B-2. Unless otherwise specified on EXHIBITS B, B-1, or B-2, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment

insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a professional and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions where CONTRACTOR is at fault, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Recognizing that the following tools were developed by Arup prior to the execution of this contract and paid for exclusively by Arup, the software source code and intellectual property of these tools are exempt from the County's ownership requirements and will remain the exclusive property of Arup: Arup Inspect 3D, Arup developed data collection forms within Fulcrum, Arup WeatherShift, Arup's Retro-Commissioning and Energy Auditing Calculation Tool (R.E.A.C.T.), Arup's Report Automation Tool. Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

Any modifications made by the COUNTY or any agents of the COUNTY, to any of the CONTRACTOR's documents or any partial use of a document without the express written consent of the CONTRACTOR will be at the COUNTY's sole risk and without liability to the CONTRACTOR.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR's reference to the services it provided in this Agreement as an example of the CONTRACTOR's statement of qualifications, proposals, or presentations for other prospective clients is allowed. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B-1 and B-2, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed

or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein. However, CONTRACTOR shall not be responsible for delays solely caused by circumstances beyond its reasonable control.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature

hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the **County of Santa Barbara and Arup US INC.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Shilachabuenza
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Das Williams
Das Williams, Chair, Board of Supervisors

Date: 11-28-23

RECOMMENDED FOR APPROVAL:

Community Services Department

By: George Chapjian
George Chapjian
Department Head

CONTRACTOR:

Arup US Inc.

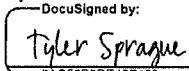
By: Martin Howell
Authorized Representative

Name: Martin Howell
Title: Associate Principal

APPROVED AS TO FORM:

Rachel Van Mullem

County Counsel

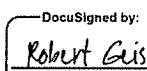
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Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA

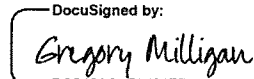
Auditor-Controller

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Deputy

APPROVED AS TO FORM:

Risk Management

By: 
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Risk Management

EXHIBIT A
STATEMENT OF WORK

CONTRACTOR (also referenced in this Statement of Work as “Arup”) shall be responsible for developing and delivering the Energy Assurance Services (EAS) program. CONTRACTOR shall perform and complete the following tasks. In addition, CONTRACTOR shall provide to COUNTY on behalf of 3C-REN (also referenced in this Statement of Work as “3C-REN”) the deliverables identified by italics and bold font.

Task 1 COORDINATION AND TOOLS

Subtask 1.1 Coordination Meetings

Arup shall schedule and coordinate *bi-weekly* one hour meetings to provide on-going status updates and coordination with 3C-REN staff and other key stakeholders identified by 3C-REN for the duration of the contract. Meetings will be held remotely unless otherwise agreed to by all parties. Meeting minutes will be kept by Arup and stored in shared folders.

Subtask 1.2 Overarching Tools, Coordination, and Framework

Arup shall develop standardized forms and reporting formats for the 3C-REN Energy Assurance Services (EAS) program based on those which Arup developed for the County’s Energy Assurance Assessment Services (EAAS) program. Arup shall use standardized templates and report formats, to the extent possible, to guide its consultation with program participants.

Arup shall provide the following deliverables under this task:

- *Program preliminary questionnaire and RFI;*
- *Audit data collection form* and programming in the Fulcrum tool;
- *Audit report format;*

Task 2 CONDUCT ENERGY ASSURANCE AUDITS

Arup shall follow the following process in providing services to program participants that are identified by 3C-REN staff and introduced to Arup as EAS program participants.

- 1) **Introductory Call:** Arup will meet with the program participant and other stakeholders to get the details about the facility’s operations and systems, the goals for energy improvements, and interest in specific upgrades such as electrification, solar, and batteries. The introductory call will follow the program preliminary questionnaire in Task 1.
- 2) **Data Collection:** Arup will provide an RFI to the program participant. The goal of the RFI will be to gather the appropriate data to conduct energy analyses, including: as-built drawings, previous audit reports, energy data, known upcoming investments in the facility (affecting energy systems and energy resilience), maintenance contracts, and additional items as needed.
 - a. Arup will also collect the necessary customer and project data to report progress against 3C-REN’s CPUC Metrics, Value Metrics and Segment Metrics. This data will be requested by 3C-REN or their consultants monthly. A comprehensive list of metrics to be tracked will be provided after contract execution.
- 3) **Benchmarking:** Arup will obtain monthly utility bills and through Automated Benchmarking Service (available for SCE, PG&E, SoCalGas) and enable benchmarking connection in Energy Star

Portfolio Manager for participating EAS facilities. Arup may complete this work in partnership with SoCalREN, CCLEAP, 3C-REN staff, or other agencies that provide energy benchmarking support.

4) **Site Visit, Data Analysis and Draft Recommendations:** Arup will schedule and conduct an on-site energy assessment based on the infrastructure improvement goals related to energy resilience, as agreed to between the program participant, Arup, and 3C-REN. Site assessment and analysis may include:

- **Energy Efficiency Audit:** Arup will conduct an energy efficiency audit with focus on load shape management for best possible distributed generation and storage integration. Audit will be based on a full-day site visit to the project. The identified energy conservation measures shall be those that most impact critical loads or DER sizing. Additionally, Arup shall obtain 15-minute interval data for the building and provide a spreadsheet calculation identifying load profile. The level of certainty in this audit shall be similar to an ASHRAE Level 2, with the audit items targeted towards resiliency. This will result in a list of potential upgrades, with estimated rough order of magnitude costing and payback ranges. Arup assumes that energy modeling will not be required for this task.
- **Solar Photovoltaic Analysis:** Arup will conduct a site assessment to determine if sufficient space for a solar array and/or energy storage battery is available. Arup shall use either PV Watts or Helioscope to develop a rough outline of the solar PV system given area availability, facility energy demand, and consideration of parking lot electrical connections and/or roof conditions.
- **Energy Storage Analysis:** Arup will run simulations to optimize battery energy storage system (BESS) size for both economic and resilience benefit. It is assumed that the BESS will work in tandem with proposed or existing Solar PV array to support the facility in supplying 25%, 50%, or 80% of peak power for a three-day outage (representing three distinct back-up scenarios to support some level of current operation). Arup will present rough-order-of-magnitude (ROM) microgrid costs and utility bill savings, and discuss payback calculations for the program participant to decide on which scenario is feasible for the program participant.
- **Electric Vehicle (EV) Charging Analysis:** Arup will examine integrating EV charging stations into the facility electrical infrastructure; energy usage impact and impact on the energy load profile. It is assumed that code required charging stations will be recommended, unless the building owner has more specific plans.
- **GHG Analysis:** Arup will examine the baseline GHG footprint and forecasted GHG reductions from implementing proposed measures. GHG calculations will be based on annual factors published by the applicable utility service provider.
- **Electrification Analysis:** Arup will identify decarbonization strategies including a list of potential electrification upgrades, with estimated ROM costing and payback ranges.
- **Programs to Support Implementation:** Arup will research, identify, and inform the building/property owner about applicable incentives or financing programs that indirectly support energy resilience by providing incentives for energy upgrades and distributed generation technologies,

Arup shall provide the following additional services within the scope of the audit if identified within the RFI process to be well aligned with the goals of the facility and the budget and programmatic goals of 3C-REN:

- Energy Management Analysis: Identify any existing energy management system and understand operational performance of this from building facilities staff. Propose upgrades and interventions where appropriate. Investigate benefit of energy management strategies such as flexible operating schedules, and employee remote work.
 - Demand Response Analysis: Complete demand response survey to identify loads that could be curtailed under a demand response program. Estimate ROM costs to implement any control measures required to control these along with potential energy savings due to demand reduction.
 - Microgrid Study: Examine the applicability of a micro-grid including the additional expense associated with complex controls, identification/isolation of critical circuits, storage charging/discharging strategy, required grid isolation switching devices, utility interconnection agreement, and space.
 - Guidance on incorporating new Solar PV, BESS (and microgrid, if applicable) in the current facility electrical system infrastructure. If as-built electrical drawings are available, this guidance will account for on-site existing conditions reflected in the drawings. Otherwise, Arup's guidance will need to be examined by a contractor who will be hired for implementation. Arup will not be developing as-built electrical drawings or providing a detailed electrical assessment of the facility.
 - Guidance on adding heat pump systems to provide heating or cooling to spaces that are not currently conditioned but plan to add this capacity.
 - Estimates on the increased solar PV and BESS capacity to support the increased electrical load from the electrification of natural gas systems or the addition of new electrical load to provide critical conditioning or ventilation services.
- 5) **Program participant Check In:** Arup shall meet with the program participant to provide an update on initial findings and draft recommendations, and to address questions. The meeting will also focus on selecting the back-up scenario that best meets the needs of the program participant. Feedback from this meeting will be incorporated into the final report.
- 6) **Draft Report:** Arup shall provide a draft of the audit report to 3C-REN staff for review; Arup will address comments made by staff. Arup assumed one set of combined comments from the County Designated Representative.
- 7) **Final Report:** Arup will send 3C-REN:
- **An *Energy Assurance Services Report***
 - Copies of ***building site analyses*** (Solar, PV, microgrid, Building Energy Management Strategies, Demand Response, Micro-grid, as applicable) as appendices to the report
 - ***Update to the Building Database***, including: key audit data and results, for participating buildings/properties.

TASK 3 ONGOING CLIENT ENGAGEMENT

To encourage and support the implementation of EAS recommendations, Arup shall provide the following services on an as-needed basis to program participants:

- Master planning and community-scale resilience assessment
- Community and stakeholder engagement for resilience
- Support for applying for incentives through the Microgrid Incentive Program (MIP) or Self-Generation Incentive Program (SGIP)
- Interconnection agreements, community microgrids, and coordination with local utility company for such services
- Pursuit of *funding and financing options*, including grant writing, developing scopes of works, and budgets such that the project can be implemented
- Detailed *hazard and vulnerability assessments*.
- Support with *on-going benchmarking activities*.
- Development of *scopes of work and RFP requirements* to solicit implementation providers (e.g., vendors, contractors, design consultants)
- Design services (concept, schematic design, design development, or construction documents), or owner's representative services for design services, or construction administration (i.e., contractor oversight) services to support with implementing EAS recommendations

Deliverables and Meeting Assumptions

All deliverables shall be delivered electronically in MS Word (draft), MS Excel, or PDF (final) format. All meetings/interviews/workshops/focus groups shall be held via phone or webinar on MS Teams unless noted otherwise in the proposal for in-person promotional events. Arup shall notify the County Designated Representative of any necessary changes to the scope of work, and County Designated Representative must agree to a duly executed written amendment to Exhibit A of this Agreement before Arup may proceed on any additional services resulting from such change. Arup has assumed one round of consolidated written comments from the County Designated Representative on draft deliverables and shall provide one draft and one final for each deliverable. Arup shall allow for up to two-week turn-around for delivery of information or comments from the County Designated Representative on deliverables.

EXHIBIT B PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$820,000. The not to exceed amounts according to each task, are set forth in the line item budgets provided in EXHIBIT B-1. COUNTY shall have the sole discretion to authorize changes to the budgeted line item amounts, so long as such changes cumulatively do not exceed the total contract amount.
- B. Payment for services and/or reimbursement of costs shall be based upon the materials, expenses, hours, and hourly rates for personnel, as defined in EXHIBIT B-2. Invoices submitted for payment must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
 - a. All subtasks shall be paid on a time and materials basis.
- C. **Monthly**, CONTRACTOR shall submit to the COUNTY Designated Representative an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT B-1 (SCHEDULE OF FEES)

Task 1	COORDINATION AND TOOLS	\$82,000
Task 2	CONDUCT ENERGY ASSURANCE AUDITS	\$496,000
	Reimbursables	\$10,000
Task 3	ONGOING CLIENT SUPPORT	\$150,000
	TOTAL	\$820,000

EXHIBIT B-2

Arup Hourly Rates

Rates are subject to 4% escalation annually as of April 1st of each year

Title	Hourly Billing Rates (US\$) through March 2024	Hourly Billing Rates (US\$) through March 2025
Associate Principal	\$346	\$360
Associate	\$265	\$276
Senior Consultant/Engineer 2	\$210	\$218
Senior Consultant/Engineer 1	\$170	\$176
Consultant / Engineer 3	\$151	\$157
Consultant / Engineer 2	\$140	\$146
Consultant / Engineer 1	\$125	\$130
Intern	\$92	\$96
Subcontractor Staff 1 - Innovative Workshop Consulting	\$202	\$211
Subcontractor Staff 2 - Innovative Workshop Consulting	\$135	\$140

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement 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 and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR 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.
3. **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 CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR 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 the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – 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 CONTRACTOR 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 CONTRACTOR'S insurance at least as broad as ISO Form 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).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect 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.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, 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 CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. 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 CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.