

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 North America Ltd (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 Assessment Services (EAAS) 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. Russell Fortmeyer at phone number (310-578-2806) 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:

Russell Fortmeyer, LEED AP BD+C, Associate Principal

ARUP NORTH AMERICA, LTD.

900 Wilshire Blvd 19th Floor Los Angeles CA 90017 USA

t +1 310 578 4400 d +1 310 578 2806

f +1 310 861 9029 m +1 310 425 2266

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 April 2, 2024 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 April 2, 2025.

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

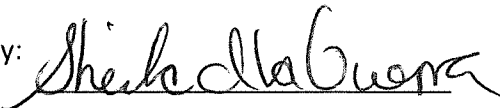
In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **ARUP NORTH AMERICA LTD.**


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: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Bob Nelson, Chair, Board of Supervisors

Date: 3/9/2021

RECOMMENDED FOR APPROVAL:

Community Services Department

By: 
George Chapjian
Department Head

CONTRACTOR:

ARUP NORTH AMERICA LTD

By: _____
Authorized Representative

Russell Fortmeyer, LEED AP
Name: BD+C
Title: Associate Principal

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CONTRACTOR:

ARUP NORTH AMERICA LTD

By:



Authorized Representative

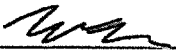
Russell Fortmeyer, LEED AP

Name: BD+C

Title: _____
Associate Principal

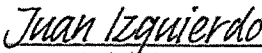
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Mike Munoz (Feb 19, 2021 15:01 PST)
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Juan Izquierdo (Feb 19, 2021 16:06 PST)
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
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 Assessment Service. CONTRACTOR shall perform and complete the following tasks. In addition, CONTRACTOR shall provide to COUNTY the deliverables identified by italics and bold font.

Task 1. MARKET SECTOR ANALYSIS AND TARGETTED OUTREACH

This task consists of a building stock characterization study that identifies and prioritizes critical facilities, building sectors, or geographic areas for energy assurance planning and assessments along with subsequent education and outreach to make building/property owners aware of the Energy Assurance Assessment Service (EAAS). Through close coordination and collaboration with the County, Arup will develop a *qualitative framework* for which buildings are considered eligible and/or critical for participation in the subsequent surveys (and if eligible, audits). This task shall help prioritize outreach and assessment activities for the most significant impact.

Task 1.1 Analysis of Commercial Building Stock

Subtask 1.1.1. Critical Framing Workshop

Arup shall facilitate a *3-hour Criteria Framing Workshop* with County staff and key stakeholders to establish a *qualitative framework* for evaluating and prioritizing buildings/properties for further investigation. Due to COVID-related constraints, Arup shall provide this workshop virtually using Arup’s interactive webinar platforms that allow for breakout groups and interactive exercises. Arup shall identify potential building or property attributes for consideration in order to identify and prioritize critical facilities.

Arup shall identify most likely critical loads to maintain minimal operating conditions during power failures and other disruptions for each type of critical facility function identified.

Arup shall coordinate with the County in identifying the weighting criteria that the County will apply to the varied drivers of resiliency, energy efficiency, and the need for compliance with Assembly Bill 802 (AB802).

As the outcome of the workshop: Arup shall provide a *qualitative framework* to screen building/properties that might be targeted in the program.

Subtask 1.1.2. Data Compilation

Arup shall obtain and analyze available data about the type, size, and energy use characteristics of buildings in Santa Barbara County with a focus on multi-family and commercial properties, especially those subject to AB802 benchmarking requirements and those with critical functions and loads (as defined by the Critical Framing Workshop, above).

Arup shall provide County staff with a **Request for Information (RFI)**. The RFI will detail all of the data, studies, and other information that will be required from the County and other stakeholders in order to conduct the commercial building stock analysis. The RFI log will be provided by Arup in Excel and used to track delivery of required information.

Arup shall review additional studies available in this area (e.g., outputs of other regional resilience efforts, such as the Transportation Network Resiliency Study completed by Santa Barbara County Association of Governments (SBCAG), and the 2017 Santa Barbara County Multi-Jurisdictional Hazard Mitigation Plan completed by the County's Office of Emergency Management, and the County's Energy and Climate Action Plan.

Arup shall also review the building data residing in the County Assessor's Office to verify whether commercial building square footage information is currently available in digital format.

Arup shall identify additional data sources for further investigation for this market sector analysis as listed here:

- County Assessor's Database (ArcGIS Online)
- Microsoft Building Footprints (Hosted on ESRI)
- UrbanFootprint
- OpenStreetMap

Arup shall review building height in combination with building footprint and provide several options to the County for how Arup would obtain the data or for Arup to calculate estimates of building footprints to determine applicability of AB802 benchmarking requirements. If additional data procurement is needed at a cost from vendors, Arup shall identify this need and budget implications in writing to the County. These vendors include, but are not limited to, vendors such as 3dbuildings, CoreLogic, Ecopia Building Footprints/DigitalGlobe, and Building Footprint USA.

Arup shall review options available to the County for obtaining energy use or peak demand from Southern California Edison (SCE), Pacific Gas & Electric (PG&E), and Southern California Gas Company (SoCalGas). Arup shall determine if information is available at the feeder or zip code level to the public and if the data is available to the County on a disaggregated level.

Arup shall review data available to the County and the possible restrictions on sharing this data with Arup for the market sector analysis. If the energy use and peak demand data cannot be obtained from the utilities, Arup shall use energy use or peak demand estimates by building type from previous studies such as the California Commercial Energy-Use Survey (CEUS) and the U.S. Census Bureau's American Communities Survey.

Arup shall use in-house GIS capabilities to review various data sources, merge them, and provide digital outputs for the market sector analysis. Arup shall create a **Building Database** that includes multifamily and commercial buildings property information and classifications

with location, type, size, energy usage/peak demand, critical functions (based on framework rubric), regulatory requirements (such as AB802), and contact information (if available). Arup shall provide the **Building Database** in Microsoft Excel with the capability of sorting and prioritization of top candidates to prioritize for participation in the EAAS program. Arup shall provide results organized by location, sector, function or building attributes.

Subtask 1.1.3. Market Characterization Report

Using information from the **Building Database** but focused on commercial buildings, Arup shall prepare a **Commercial Building Market Characterization Report** that includes the following components:

- Information on type, size, and likely energy usage characteristics of top candidates for further investigation.
- Identification of specific sectors, cities, buildings, etc., that have the likely highest energy use intensity and potentially highest peak demands or serve critical loads with a high value proposition for resilience.
- Top energy resilience properties or property types to prepare for targeted outreach, focusing on opportunities for renewable energy and battery storage.
- Top buildings that are required to comply with benchmarking and disclosure requirements mandated by AB802 and target outreach toward these building owners and encourage participation in the EAS, which includes benchmarking and voluntary auditing.

Subtask 1.1.4. Coordination Meetings

Arup shall schedule and coordinate **bi-weekly meetings** to provide on-going status updates and coordination with County staff and other key stakeholders identified by the County with a duration of no less than four months comprised of eight one-hour meetings using an online platform.

Task 1.2 Conduct Property Owner Education and Outreach

Subtask 1.2.1 Develop Messaging Strategy

Arup shall develop **prototype messages** that can be reviewed by the County and stakeholders to select the messaging most likely to resonate with building owners and operators. The County will determine the final messages to use.

Arup shall conduct **one stakeholder focus group** to explore different concepts and solicit feedback around what does or does not resonate. In addition to message content, Arup shall explore the formats that are most likely to resonate with the user group, with a focus on on-line and social media outreach, as well as conferences, events and publications. The focus group shall include property owners/managers representing different sectors, building types, and

geographies. Arup shall work with County staff to identify and invite potential attendees. The focus group shall include a 1-hour virtual session with approximately 8 participants. Arup will offer an incentive of up to \$100 to each attendee.

Subtask 1.2.2 Develop Outreach Plan

Arup shall work with County staff to define specific objectives associated with outreach. Based on these objectives and the insights from the messaging strategy, Arup shall develop an *outreach plan* that includes:

- Targeted audience definition;
- Messaging strategy;
- Formats for message distribution, including direct email to mailing lists, social media campaign, presentations at conferences or events by others, County-sponsored webinars, etc.;
- Outreach to local partners to support wide-spread distribution of the program;
- Final budget for outreach and advertising; and
- Schedule for deployment.

Subtask 1.2.3 Implement Outreach Plan

Arup shall perform outreach plan implementation activities to include the following:

- **Content for basic landing page** on the Santa Barbara County Sustainability Division website;
- **Email blast content** to promote each event (Emails issued by the County);
- **List of partners** to support event promotion (compiled by Arup, with input from County staff, and other partners);
- **A program description deck in PowerPoint** that can be adapted for presentation by County Staff at conferences and events;
- Up to **eight 1.5-hour live webinar training sessions** targeting stakeholders throughout the County either directly or via organizations (Held by Arup);
- Up to **two 2-hour in-person events with stakeholders** (Held by Arup), assuming COVID-19 restrictions permit. If needed, these can be delivered virtually as an alternative;
- **A targeted social media campaign** lasting 3 months to promote events and drive traffic to landing page (Social media posts coordinated by Arup and issued by the County); and
- Up to **6 regular coordination meetings** with County staff and partners.

Arup will partner with Santa Barbara-based firm Innovative Workshop Consulting to bring hyperlocal resources and an intimate knowledge of local stakeholders and their needs to this project. Arup shall initially conduct all outreach delivered in English. Arup shall make available translation services for an additional fee, if requested by the County. Arup shall also provide additional formats, collateral, or events for an additional fee, if requested by the County.

Task 2 CONDUCT ENERGY ASSURANCE ASSESSMENT SERVICE OFFERING

Under this task, Arup shall determine when the EAAS is appropriate for critical facilities, conduct *energy assurance surveys*, provide *tiered audit services*, and determine which buildings should move from the high-level energy assurance surveys to the more **detailed audits**. Arup shall use the list of facilities and the framework developed as part of Task 1.1 to determine eligibility for surveys and tiered audits, obtaining approval from the County on cases where County discretion is necessary. This phase also includes additional program promotion activities that encourage continued engagement and increased participation from building/property owners.

Task 2.1 Overarching Tools, Coordination, and Framework

Arup shall develop standardized forms and reporting formats for the EAAS. Arup shall provide drafts of these templates for review/comment by the County. Arup shall use standardized reports to guide the debrief consultation meetings with the building owner/operator at each Tier.

Arup shall provide the following deliverables under this task:

- *RFI, interview questionnaire/survey data collection form*, and programming in the Fulcrum tool;
- *Survey report format* and programming in Arup's Report Automation Tool;
- *Audit data collection form* and programming in the Fulcrum tool;
- *Audit report format* and programming in Arup's Report Automation Tool;
- *Set-up and maintain Building Database relationships* between data collection Fulcrum tool and Arup's Report Automation Tool;
- *Quarterly extract of Building Database*; and
- *Monthly meetings*, once per month with the County staff.

Arup shall use the Building Database developed and prioritized in Task 1 as the basis for this task. Any data collected, inputs assumed, analysis outputs, and measures recommended shall relate back to this central Building Database, with key data added as necessary as determined by Arup and the County. Arup shall provide quarterly Building Database extracts to the County to show task progress.

Arup shall use its host of advanced energy audits, analyses, and inspections and Arup's established workflows for reporting to successfully deliver the surveys and audit requirements described here.

Task 2.2 Conduct Energy Assurance Surveys (EAS)

Arup shall approach the EAS as a high-level assessment based on a desk-top survey of properties for owners who opt into the program, along with discussions with owner/operators and site visits.

Arup shall provide an RFI to qualifying owners to gather relevant property and business data. Arup shall combine this gathered data with publicly available data to evaluate potential opportunities for energy efficiency, benchmarking, and resilience measures, as well as potential to participate in more detailed audits. Arup shall work with the owners to help them understand the benefits of potential measures in terms of cost savings, regulatory compliance, reliability, business continuity, etc. Arup's activities shall focus on data collection to assess potential, gauge interest, and encourage further participation. The analysis of energy usage is limited to benchmarking (using EnergyStar Portfolio Manager benchmarking, as appropriate).

For the property owners/operators that opt into the EAS activities, Arup shall provide the following services:

- Provide **RFI questionnaire** to owner requesting general building characteristics, utility accounts/bills, existing policies/plans, including current and long-term business operational plans or objectives and energy related policies especially as related to preparedness for power shutdowns. To keep program implementation costs low, Arup shall request detailed and organized information.
- **One-hour introductory call or virtual meeting** to review RFI questionnaire, determine stakeholder goals, and discuss program operational requirements. Arup shall recommend including all relevant building staff: facilities, business, safety/risk manager, etc. Arup shall structure this meeting around the RFI questionnaire and discuss the following topics with the stakeholders:
 - Perspectives on resiliency and business continuity;
 - Back up and resiliency designed (or planned);
 - Climate goals;
 - Data availability, (e.g. number of utility accounts, submetering; and
 - Availability of detailed energy data that can be used for benchmarking).
- Coordination with County staff on whether the size/complexity of building warrants a **half-day site visit** as part of the EAS. The site visit can be provided at an additional cost. In this case, Arup will complete the interview questionnaire/survey data collection form during a half-day project site visit with onsite walk-through of building and energy infrastructure to identify potential resiliency upgrades. Arup shall collect data on energy related equipment/software in their existing condition.
- **Two one-hour interviews** (via phone or virtual meeting) with key building staff including those representing the business, facilities, and risk and resiliency. During these interviews, Arup shall utilize its interview questionnaire/survey data collection form to understand: Key building and energy infrastructure in their existing condition to identify potential resiliency upgrades; general age / condition of infrastructure; Known planned upgrades and investments related to energy efficiency or resiliency; Climate or sustainability goals; Policies or strategies related to energy resiliency and dealing with public safety shutdowns; History of outages and business impact.

For the purpose of the EAS, the energy infrastructure is defined as all energy related equipment and software, policies, risk management, and financial considerations associated with the building owner/operator's business operation.

- ***EnergyStar Portfolio Manager benchmarking set-up and one-hour introductory training.*** Arup shall assume the building owner will provide complete and formatted energy and building information for input into EnergyStar Portfolio Manager. Arup shall set up an Automated Benchmarking Service (ABS) connection between the facility and the utility company serving the facility, assuming that the utility service provider supports an ABS connection. Otherwise Arup shall enter one year's worth of utility bills, with the anticipation that the building owner will continue required benchmarking reported after the training.
- Coordination with County staff to review recommendations and agree on eligibility for Energy Assurance Audit (EAA) and appropriate tier of audit.
- ***Two-hour EAS Debriefing Meeting*** via phone call or virtual meeting with the building owner/operator to discuss high level findings and recommendations, including:
 - Discussion of current and long-term energy/ climate plan goals (if applicable) of the business;
 - Review of existing and recommended energy related policies especially as related to preparedness for power shut-downs;
 - High-level energy efficiency and renewable energy recommendations for further consideration;
 - Guidance on primary hazards that might cause energy disruption or other damage based on project location;
 - An initial discussion of energy resilience based on the review of building owner/operator's current and long-term business operational plans or objectives (e.g. a guided self-assessment of critical loads); and
 - Proposed next steps including continued participation in Tiered EAA, if eligible/approved.

Arup shall provide to the County on a quarterly basis or as requested:

- Copies of ***EAS Results***
- ***Summary of EAS Debriefing Meetings***
- **Quarterly update to the Building Database** (in Microsoft Excel format), including:
 - Additional key survey data, for participating buildings/properties, as collected during the surveys
 - Recommended next steps for specific buildings as applicable.

Task 2.3 Conduct Energy Assurance Audits (EAA)

For properties that qualify for audits (based on the eligibility requirements defined in Task 1.1) and where additional audits are warranted following the EAS, Arup shall conduct a more

detailed **EAA tiered audit** that examines the energy infrastructure on the property. The EAA audits shall be structured in 3 tiers with a higher tier EAA containing all of the elements of the lower tiers. The EAA tier level will be determined on a case by case basis, using criteria developed during Task 1.1 with prior approval of the County.

Subtask 2.3.1 Tier 1 Audits

The purpose of **Tier 1 audits** is to conduct research and additional analysis (based on data collected during the EAS) to provide further detail from an on-site assessment. Arup shall identify the owner's/ operator's upcoming infrastructure projects and their interest in decarbonization, electrification and energy resilience. Arup shall inform the owner/operator about applicable incentives and provide a high-level payback financial assessment. For the owners/operators that opt into the **Tier 1 Audits**, Arup shall provide the following services:

- Work with the owner/operator to identify the impacts of a short-term power interruption as a component of the value of resilience with emphasis on critical loads. It is expected that the results of this assessment will be qualitative ranking in the form of a narrative and does not assume any assessments on the cost of lost business;
- Examine the baseline GHG footprint and potential GHG reduction strategies with consideration of decarbonization through electrification;
- Research, identify, and inform the building/property owner about applicable incentives or financing programs that indirectly support resiliency by providing incentives for distributed generation technologies;
- Understand the infrastructural investments the organization is planning to make in the near future as a consideration in the business case for resiliency;
- Identify and qualitatively rank any potential resiliency and de-carbonization strategies that are identified;
- Prepare a brief memo Tier 1 report describing findings and recommendations; and
- One-hour EAA Tier 1 Debrief Meeting with building owner/operator with proposed next steps.

Arup shall provide to the County on a quarterly basis or as requested:

- Copies of **EAA Tier 1 Report** (including qualitative risk assessment and business case for Tier 2 Audit, if applicable)
- **Summary of EAA Tier 1 Debrief Meetings**
- **Quarterly update to the Building Database**, including:
 - Additional key audit data, for participating buildings/ properties, as collected during the Audits
 - Recommended measures and savings

Subtask 2.3.2 Tier 2 Audits

The purpose of **Tier 2 Audits** is to collect additional data and conduct analysis that provides the building owner/operator with clear recommendations for energy resilience projects, including solar, storage, and electrical vehicle charging infrastructure installations. Arup shall develop data collection forms for **Tier 2 Audit** activities. For the property owners/operators that opt into the **Tier 2 Audit**, Arup shall provide the following services:

- Energy Efficiency Audit: The energy efficiency audit shall include a focus on load shape management for best possible distributed generation and storage integration.
 - Full-day site visit to the project. The identified energy conservation measures shall be those that most impact critical loads or DER sizing.
 - 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 have assumed that energy modeling will not be required for this task.
- Solar Photovoltaic: A site assessment to determine if sufficient space for a solar array and/or energy storage battery is available. Arup shall use either PVWatts or Helioscope to develop a rough outline of the solar PV system given area availability and consideration of parking lot electrical connections and/or roof conditions.
- Energy Storage: The applicability of stand-alone energy storage systems without distributed generation will be examined. The economic benefit of emerging additional energy imbalance market revenue streams shall be examined as an offset to the cost of energy storage systems.
- Electric Vehicle (EV) Charging: The value of integration of EV charging stations into the facility electrical infrastructure and energy usage impact shall be examined along with the impact on the energy load profile. It is assumed that code required charging stations may be installed, unless the building owner has more specific plans.
- Prepare Tier 2 report describing findings and recommendations.
- One-hour EAA Tier 2 Debrief Meeting with building owner/operator with proposed next steps

Arup shall provide to the County on a quarterly basis or as requested:

- Copies of **Tier 2 Audit Reports**
- Copies of **building site analyses** (solar, battery, EV, microgrid)
- **Summary of Tier 2 Audit Debrief Meetings**
- **Quarterly updates to the Building Database**, including:
 - Additional key audit data, for participating buildings/properties, as collected during the Audits;
 - Recommended measures and savings.

Subtask 2.3.3 Tier 3 Audits

The purpose of **Tier 3 Audits** is to serve projects that have more potential for energy resilience with in-depth assessment and recommendation for energy management systems, demand response potential and infrastructure, and micro-grids.

For the property owners/operators that opt into the EAS **Tier 3 Audits**, Arup shall provide the following services:

- **Energy Management:** 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:** 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.
- **Microgrids:** The applicability of a micro-grid shall be examined 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.
- Prepare Tier 3 report describing findings and recommendations.
- One-hour Tier 3 Audit Debrief Meeting with building owner/operator with proposed next steps (including available technical assistance under Task 2.2).

Arup shall provide to the County on a quarterly basis or as requested:

- Copies of **Tier 3 Audit Reports**
- Copies of **building site analyses** (Building Energy Management Strategies, Demand Response, Micro-grid)
- **Quarterly update to the Building Database**, including: Additional key audit data, for participating buildings/properties, as collected during the Audits; Recommended measures and savings.

Task 2.4 Provide technical assistance and support

Arup shall be available to work on a time and materials basis to help building owners and operators advance their energy projects following the audit process. Arup will partner with Santa Barbara-based firm Innovative Workshop Consulting to bring hyperlocal resources and an intimate knowledge of local stakeholders and their needs.

Examples of centralized tasks that can support all stakeholders include:

- Development of additional **training modules** around specific energy issues or technologies that can be deployed via webinar through the County website.
- Development of **pre-permitted template specifications** to support energy project implementation on a broader level.
- Development of a **funding toolkit** that can be shared on the County's website to inform building owner/ operators on how projects might be financed.

Examples of targeted tasks for specific owner/operators include:

- Detailed **cost-benefit analysis** for specific energy measures or systems.
- Support for **portfolio-wide analysis and prioritization** for owner/operators with multiple assets.
- Development of **scopes of work and RFPs** to solicit service providers.
- Support identifying **funding and financing options**, including grant writing and support with incentives.
- Support with **on-going benchmarking activities**.
- Support with **completed project reports**.
- Detailed **hazard and vulnerability assessments**.

Task 2.5 Promote Participating Property Owners

Arup shall work with the County on an as-needed basis to develop and deploy recognition of participating property owners. Arup will partner with Santa Barbara-based firm Innovative Workshop Consulting to bring hyperlocal resources and an intimate knowledge of local stakeholders and their needs. Strategies shall include:

- Development of **case studies, press releases, and social media campaigns**.
- Support for sector-specific **Business Energy Challenges** based on energy performance.
- Identification of and assistance with **award applications**.

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 of any necessary changes to the scope of work, and County 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 on draft deliverables and shall provide one draft and one final for each deliverable. Arup shall allow for up to a two-week turn-around for delivery of information or comments from the County 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 **\$775,000**. The not to exceed amounts according to each task, are set forth in the line item budgets provided in EXHIBITS B-1 and B-2. 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 made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in EXHIBITS B-1, B-2 and B-3. Invoices submitted for payment that are based upon EXHIBITS B-1, B-2 and B-3 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
 - a. For the scope of work described under Task 1, including all subtasks under Task 1, Arup shall be paid according to **EXHIBIT B-1**.
 - b. For the scope of work described under Task 2, including all subtasks under Task 2, Arup shall be paid according to **EXHIBIT B-2**.
- 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 **EXHIBITS B, B-1, B-2 and B-3** 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. 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)

PAYMENT ARRANGEMENTS FOR TASK 1 MARKET SECTOR ANALYSIS AND TARGETTED OUTREACH

Task 1 Fee		Total
1.1	Analysis of Commercial Building Stock	
1.1.1	Critical Framing Workshop	\$7,800
1.1.2	Data Compilation	\$35,500
1.1.3	Market Characterization Report	\$14,000
1.1.4	Coordination Meetings and project management	\$12,700
Task 1.1	Subtotal	\$69,900
Task 1.1	Reimbursables¹ (not included in Task 1.1 subtotal)	\$5,000
1.2	Conduct property owner education and outreach	
1.2.1	Develop Messaging Strategy	\$7,000
1.2.2	Develop Outreach Plan	\$4,000
1.2.3	Implement Outreach Plan	\$47,100
Task 1.2	Subtotal	\$58,000
Task 1.2	Reimbursables^{1,2} (not included in Task 1.2 subtotal)	\$6,600
Task 1	Total	\$127,900
Task 1	Reimbursables (not included in Task 1 Total)^{1, 2}	\$11,600

¹ If additional reimbursable expenses are necessary, for example data procurement at a cost from vendors, Arup shall identify this need and budget implications in writing to the County.

² Task 1.2 Reimbursables include estimates for travel (\$750), focus group incentives (\$800), and marketing/promotional materials (\$5,000).

EXHIBIT B-2 (SCHEDULE OF FEES)

PAYMENT ARRANGEMENTS FOR TASK 2 ENERGY ASSURANCE ASSESSMENT SERVICE OFFERING

Task 2 Fee Summary

Task 2 Fee		Total
2.1 (Lump Sum)	Overarching Tools, Coordination, and Framework	\$102,800
2.2 (Per sq.ft.)	Conduct Energy Assurance Surveys	\$222,420 (See per sq.ft. price)
2.3 (Per sq.ft.)	Conduct Energy Assurance Audits	\$148,280 (See per sq.ft. price)
2.4 (T&M)	Provide Technical Assistance and Support	\$66,400
2.5 (T&M)	Promote Participating Property Owners	\$70,600
Task 2	Reimbursables	\$25,000

Subtask 2.2 and 2.3 Fee per SQ.FT^{1, 2, 3, 4, 5}													
Task	Building Size System Complexity	Building Size (large)			Building Size (medium)			Building Size (small)			Building Size (medium)		
		High	Medium	Low	High	Medium	Low	High	Medium	Low	High	Medium	Low
		Per Task Price Per sq.ft.			Per Task Price Per sq.ft.			Per Task Price Per sq.ft.			Per Task Price Per sq.ft.		
		No On-site During Survey			No On-site During Survey			No On-site During Survey			Add- Alternate for Conducting On-site During Survey		
2.2	Energy Assurance Surveys	\$0.09	\$0.08	\$0.07	\$0.10	\$0.09	\$0.08	\$0.11	\$0.10	\$0.09	\$0.15	\$0.14	\$0.13
2.3	Energy Assurance Audits (By Tier Below)												
2.3.1	Energy Assurance Audits - Tier 1	\$0.18	\$0.16	\$0.14	\$0.20	\$0.18	\$0.16	\$0.22	\$0.20	\$0.18	\$0.20	\$0.18	\$0.16
2.3.2	Energy Assurance Audits - Tier 2	\$0.25	\$0.22	\$0.20	\$0.27	\$0.25	\$0.22	\$0.30	\$0.27	\$0.25	\$0.22	\$0.20	\$0.18
2.3.3	Energy Assurance Audits - Tier 3	\$0.32	\$0.30	\$0.27	\$0.36	\$0.33	\$0.30	\$0.40	\$0.36	\$0.32	\$0.36	\$0.33	\$0.30

¹ Small buildings are those with area ≤30,000 sq.ft., Medium buildings are between 30,000 and 60,000 sq.ft., Large buildings are ≥ 60,000 to <100,000. Campuses are not included in these estimates.

² The level of effort for the survey and audit services under Task 2.1.2 is expected to vary significantly based on the readiness and accuracy of existing building data, accessibility of the right building staff, and complexity of the building. Arup may propose necessary adjustments subject to agreement and approval by the County based on expected effort required for specific buildings.

³ Arup assumed no on-site visit as part of the EAS (in this case, the on-site visit will only be conducted as part of Tier 2 EAA). An add-alternate has been provided if the County requests an on-site visit as part of the EAS on a project-by-project basis. The budget assumes that Arup will develop a single set of interview questionnaire/survey data collection forms to use in both scenarios.

EXHIBIT B-3

Arup Hourly Rates (through March 2022)

Rates are subject to 4% escalation annually each March

Title	Hourly Billing Rate (US\$)
Associate Principal	\$320
Associate	\$245
Senior Consultant/Engineer 2	\$194
Senior Consultant/Engineer 1	\$157
Consultant / Engineer 3	\$140
Consultant / Engineer 2	\$129
Consultant / Engineer 1	\$116
Intern	\$85
Subcontractor Staff 1 - Innovative Workshop Consulting	\$187
Subcontractor Staff 2 - Innovative Workshop Consulting	\$125

Exhibit C
Risk Management
(For Professional Contracts)

INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR's indemnification obligation 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, his 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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for 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 CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance 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 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 30-day notice to the COUNTY, and 10-day notice for nonpayment of the premium.
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.

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.