

**MEMORANDUM
DEPARTMENT OF FACILITY SERVICES
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **JULY 22, 2008**

From: *JD* **JAMES DURFEE / JOEL SWIFT** *JS*

Subject: **ARCHITECTURAL AND ENGINEERING SERVICES FOR THE PLACER COUNTY COLFAX LIBRARY RENOVATION, PROJECT NO. 4765**

ACTION REQUESTED / RECOMMENDATION: Approve the attached Consultant Services Agreement with Lionakis Beaumont Design Group, Inc. (LBDG) to provide architectural and engineering services for the Colfax Library Renovation, Project No. 4765, located in the City of Colfax and authorize the Chairman to execute the attached Agreement in an amount not-to-exceed \$130,000.

BACKGROUND: In 2007, the County purchased the building currently occupied by the Colfax Library. Staff solicited proposals from three pre-qualified architectural firms, and based on the firm's understanding of the scope of work, Lionakis Beaumont Design Group was selected to prepare the design for the Colfax Library Renovation. This project is intended to renovate the existing portion of the building currently occupied by the Library as well as the leased portion of the building. The project scope includes ADA improvements to the restrooms, entry, sidewalks and parking, electrical and mechanical upgrades.

Renovation of the portion of the building not occupied by the Library will occur in Phase I. Phase II will commence after the move into the newly renovated space has occurred. The preliminary construction estimate for both phases, including furniture, fixtures and equipment is \$1,007,947. As part of their scope of work, LBDG will develop an estimate of probable construction cost, prior to bidding the project.

In order to proceed with the Colfax Library Renovation Project, it is necessary for your Board to approve the attached Agreement with LBDG, in an amount not-to-exceed \$130,000.

ENVIRONMENTAL CLEARANCE: This project is exempt from the California Environmental Quality Act pursuant to Section 15301 – that provides for operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses.

FISCAL IMPACT: The estimated total project cost \$1,341,538, including \$333,591 for architectural and engineering services, project and construction management, bidding and contingencies. There are sufficient funds appropriated in the Capital Projects Fund project account for these services.

ATTACHMENT: LBDG AGREEMENT – COLFAX LIBRARY RENOVATIONS

JD:JS:RU:LJ:SR

CC: COUNTY EXECUTIVE OFFICE
PROCUREMENT SERVICES
HEALTH AND HUMAN SERVICES

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Contract No.: _____

Administering Agency: County of Placer/Facility Services/Capital Improvements

Contract Description: Colfax Library Renovations

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of _____, by and between the **County of Placer**, a political subdivision of the State of California ("County"), and **Lionakis Beaumont Design Group, Inc.** ("Consultant") a California Corporation, who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services as described in Exhibit A in the manner therein specified.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amounts set forth in Exhibit B. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B. The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed **One Hundred Thirty Thousand and no/100 Dollars (\$130,000.00)** without the prior written approval of County.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. County shall furnish Consultant only those facilities, equipment, and other materials, if any, and shall perform those obligations, if any, listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence, and, subject to County's compliance with Exhibit C and to the provisions of paragraph 3 of Exhibit D, failure of Consultant to perform any services within the time limits set forth in Exhibit A, if any, shall constitute material breach of this contract.
7. **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax or reliable overnight mail to the address of the respective parties set forth below:

COUNTY: Placer County Department of Facility Services
Attn: Lisa James
Capital Improvements Division
11476 "C" Avenue
Auburn, CA 95603
Phone: 530-889-6838
Fax: 530-889-6863

CONSULTANT: Lionakis Beaumont Design Group, Inc.
Attn: Don Mariano
1919 Nineteenth Street
Sacramento, CA 95811
Phone: 916-558-1900
Fax: 916-558-1919

REMIT TO CONSULTANT:

Lionakis Beaumont Design Group, Inc.
Attn: Accounting Department
1919 Nineteenth Street
Sacramento, CA 95811
Phone: 916-558-1900
Fax: 916-558-1919

County or Consultant may from time to time designate any other address for this purpose by written notice to the other party.

Executed as of the day first above stated:

COUNTY OF PLACER

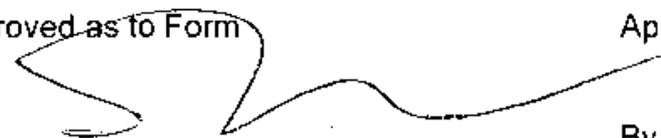
By: _____
Chairman,
Board of Supervisors

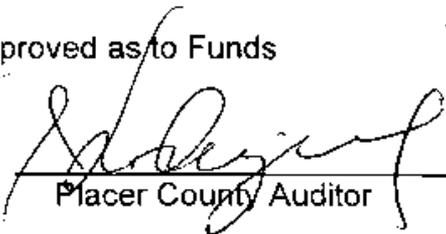
Date: _____

Lionakis Beaumont Design Group, Inc.
CONSULTANT

By:  _____
Don Mariano, Principal

Date: 7/3/08

Approved as to Form
By:  _____
Placer County Counsel

Approved as to Funds
By:  _____
Placer County Auditor

- Attachment A: Scope of Services
- Attachment B: Payment for Services Rendered
- Attachment C: Facilities, Equipment, and Other Materials and Obligations of County
- Attachment D: General Provisions
- Attachment E: Confidential Accounting Information

EXHIBIT A

SCOPE OF SERVICES

The scope of services consists of providing Architectural & engineering Services required for **Colfax Library Renovations**, consisting of the following Scope of Services and Deliverables:

Scope of Services

Lionakis Beaumont Design Group, Inc. (LBDG) shall provide Civil, Landscape, Architectural, Structural, Mechanical and Electrical Engineering, Interior Design services, existing furniture inventory and new furniture selection and specifications including library stack shelving, computer carrels, seating and tables for the Colfax Library Renovation located in Colfax, California. The work will be based on documents furnished by the County which include program drawings of the existing 3,587 square foot facility. Following are the project requirements as stated in the April 10, 2008 RFP, and as discussed at the April 29th site meeting.

1. Provide new interior finishes.
2. Provide new exterior finishes in keeping with the historic nature of the existing building.
3. Provide ADA improvements to the restrooms, entry, sidewalks, and parking.
4. Upgrade Mechanical systems, including new HVAC and controls.
5. Upgrade Plumbing systems.
6. Upgrade Electrical systems, including interior lighting, emergency power and lighting, power systems, telephone and data.
7. Reroof the building and provide new gutters and downspouts.
8. Repair the existing overhangs.
9. Provide new windows, and doors.
10. Provide Civil grading, paving and drainage plans.
11. Provide limited landscaping and irrigation upgrades.

Furniture Services:

12. Conduct site visit to inventory and measure existing furniture to be re-used and relocated into the new space. Provide owner with spreadsheet of furniture inventoried.
13. Conduct one (1) meeting to review furniture to be selected. LBDG understands this to be the following; library shelving, tables, chairs, etc to be placed throughout the Library.
14. Provide overall furniture plan indicating placement of new and existing furniture items. Existing furniture will be noted with (E).
15. Select finishes and fabrics for the areas noted above and provide preliminary pricing for budget review.
16. Conduct one (1) meeting to present final furniture selections and plans with finishes for review with minor revisions by owner. Once revisions have been made we will conduct a meeting to obtain final approval by User Group (meeting one will be a maximum of 3 hours and final approval meeting will be a maximum of 2 hours).

Optional:

1. Coordinate furniture specifications approved with vendor for purchasing.

Deliverables

Lionakis will provide the following deliverables suitable for obtaining Building Permit from County of Placer:

- Attend one program confirmation meeting at Placer County Facilities office.
- Include the following on Architectural sheets:
 - Cover Sheet
 - Life/Safety Plan
 - Site Plan
 - Site Details
 - Demolition Plan
 - Floor Plan/Enlarged Plans (Includes field verification of as-built conditions)
 - Reflected Ceiling Plan
 - Roof Plan
 - Door/Window/Finish Schedule
 - Exterior Elevations
 - Interior Elevations
 - Building Sections
 - Details (Exterior)
 - Details (Interior)
- Provide coordination with Civil, Landscape, Structural, Mechanical and Electrical Engineering consultants. Includes Title 24 documentation.
- Provide three (3) Interior Design schemes for color and finish selection.
- Answer questions and issue Addenda during Bidding Phase.
- Provide submittal review, issue ASI's and PR's and respond to RFI's during construction administration phase. Assist County in review of Change Order Requests.
- Provide separate technical specification book in MasterFormat '04. County will furnish Division 1 and "front-end" documents.
- Provide one (1) design meeting/submittal to County for review at end of DD's and one (1) at 90% Construction Documents.
- Attend one (1) meeting with County for approval of interior colors and finishes.
- Provide two (2) opinion of probable construction cost estimates – one (1) at end of DD's, and one (1) at end of CD's.
- Final Furniture Plan and specifications.
- Prepare one (1) set of record drawings from as-builts.

Clarifications

- Any County or Agency related meetings other than as itemized above are not included. Any other Owner requested meetings will be billed as an hourly additional service.
- Civil site survey is included in this proposal.
- Landscape planting and irrigation is included in this proposal.
- Performance Specification for fire sprinklers (if required) is included.
- It is assumed that the building is seismically safe and will not require any upgrades to meet current code. Structural Engineering includes removing demising wall between tenant spaces.
- The County will handle the permit process.

- HazMat survey and abatement documents are not included.
- Eight (8) site visits during construction are included. This includes punchlist and final walkthrough of completed building.
- Historic building consultant and conformance with historic building code are not included.
- The following are not part of the services outlined above: signage, coordination of furniture purchase, inventory of artwork, plants and other items outside of library, Perspective sketches, CAD renderings or study models.

Said Scope of Work may be amended only with the prior written approval of the Consultant and the Placer County Director of Facility Services however, in no event shall such amendment create any additional liability to the County.

In addition to the services described above, County may request Additional Services on an as needed basis subject to the County's approval of a written scope of work and approval of a cost proposal. In no event shall said Additional Services exceed the cost allocated in Exhibit B. Work on any Additional Services may not proceed until authorized in writing by the Placer County Director of Facility Services. Any approved Additional Services and costs shall be appended to this Agreement and such work shall be subject to all of the provisions of this Agreement.

Consultant agrees to complete all work according to the following schedule:

July 22, 2008:	A/E Contract approved by Board
July 23, 2008:	A/E Starts Work
July 2008 – January 2009:	Programming, Design, Construction Documents and Permit Approval Process
January 2009 – March 2009:	Bidding and Contract Processing
April 2009 – January 2010:	Construction (Est. 8 – 9 months)
January 2010:	Project Completion and County Move-In

The preliminary schedule above provides the County a one week review period after the completion of Preliminaries, after completion of Design Development and after completion of the 95% Construction Documents. If County review times are longer or shorter, the schedule would be affected accordingly.

**EXHIBIT B
PAYMENT FOR SERVICES RENDERED**

Consultant shall be paid by County monthly as work progresses, not to exceed the amount below for the identified tasks.

Consultant shall submit invoices monthly for work performed. Provided the work has been satisfactorily performed, County shall pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide such additional information as the County may request to verify any of the amounts claimed for payment in any invoice.

The total amount payable for each task shall not exceed the amount set forth below provided; however, upon written request of the Consultant and with written approval of the Placer County Director of Facility Services, the County may adjust the amount to be paid for any task if the County deems it necessary and appropriate. However, the total amount payable for all services provided under this Agreement, including additional services, shall not exceed **One Hundred Thirty Thousand and no/100 Dollars (\$130,00.00).**

TASK:	COST
Program Verification Phase	\$ 3,220
Design Development Phase	\$ 12,700
Furniture Services	\$ 9,900
Construction Document Phase	\$ 40,700
<u>Bidding/Construction Administration Phase</u>	<u>\$ 21,700</u>
Architectural Sub-Total	\$ 88,220
Civil (including survey)	\$ 8,500
Landscape	\$ 2,500
Structural	\$ 5,000
Mechanical//Plumbing Engineering:	\$ 8,200
Electrical Engineering:	\$ 6,400
Reimbursables:	\$ 1,500
<u>Additional Services (as requested by the County):</u>	<u>\$ 9,680</u>
Project Grand Total	\$ 130,000

This contract allows for additional work as necessary on the prior written approval from the Placer County Director of Facility Services in the maximum amount of \$9,680. Additional services shall be billed on an hourly rate as shown in Exhibit B-1 – "Lionakis Beaumont Design Group Fee Schedule."

EXHIBIT B-1
Lionakis Beaumont Design Group Fee Schedule

HOURLY RATE SCHEDULE

Managing Principal	\$185.00
Principal	\$175.00
Associate Principal	\$165.00
Senior Associate	\$155.00
Associate	\$150.00
<u>Architectural Services</u>	
Senior Project Director	\$145.00
Project Director	\$135.00
Senior Project Manager	\$130.00
Specifications Writer	\$130.00
Architectural Rendering Specialist	\$125.00
Senior Architect	\$115.00
Project Manager	\$110.00
Project Architect	\$110.00
Senior Designer – Architecture	\$105.00
Staff Architect	\$100.00
Project Designer - Architecture	\$ 85.00
Staff Designer - Architecture	\$ 80.00
Senior Drafter - Architecture	\$ 75.00
Designer - Architecture	\$ 75.00
Specification Technician	\$ 75.00
Drafter – Architecture	\$ 65.00
<u>Interior Design Services</u>	
Project Director – Interiors	\$130.00
Project Manager – Interiors	\$115.00
Senior Designer – Interiors	\$105.00
Project Designer – Interiors	\$ 90.00
Staff Designer – Interiors	\$ 70.00
Designer - Interiors	\$ 60.00
<u>Planning Services</u>	
Senior Planner	\$110.00
Staff Planner	\$ 75.00
<u>Structural Engineering Services</u>	
Project Director	\$135.00
Senior Project Manager	\$130.00
Senior Engineer/Project Manager	\$125.00
Project Engineer	\$120.00
Staff Engineer	\$110.00
Senior Designer – Engineering	\$105.00
Senior Drafter – Engineering	\$100.00
Project Designer – Engineering	\$ 95.00
Project Drafter – Engineering	\$ 85.00
Staff Designer – Engineering	\$ 90.00
Designer – Engineering	\$ 80.00
Staff Drafter – Engineering	\$ 75.00
Drafter – Engineering	\$ 65.00
<u>Project Support Services</u>	
Senior Graphic Designer	\$120.00
Graphic Designer	\$ 90.00
Senior Project Coordinator	\$ 70.00
Project Coordinator	\$ 70.00
Staff Technician	\$ 50.00
Consultants	Direct Cost + 10%
Reimbursables	Direct Cost + 10%
Blueprints, Photocopies, Shipping, Photography, Plotting, Renderings, Travel Expenses, Agency Fees, etc	
Auto Travel	\$.53 per mile

315

EXHIBIT C

FACILITIES, EQUIPMENT, AND OTHER MATERIALS, AND OBLIGATIONS OF COUNTY

To permit the Consultant to render the services required herein, the County shall, at its expense and in a timely manner provide the following facilities, equipment, services or other materials:

1. Appoint a staff member to act as Project Manger. The County Project Manager shall act as the *liaison* between the consultant and user departments.
2. The County will provide the following information, documents, and materials to the Consultant. All other background information is to be provided by the Consultant.
 - Program Drawings
3. Promptly review any and all documents and materials submitted to the County by the Consultant.
4. Plans and specifications of County managed asbestos abatement project to be performed prior to this project construction.
5. Front end and Division One specifications in IBC format.

All other information, facilities, and equipment required to complete the services described Exhibit A of this Agreement shall be provided by the Consultant.

**EXHIBIT D
GENERAL PROVISIONS**

1. **Independent Contractor**. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the County. All persons performing services for the Consultant under this Contract shall be employees of the Consultant and not the County.

2. **Licenses, Permits**. Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

3. **Time**. Consultant shall devote such attention to the performance of services pursuant to this Agreement as may be necessary for the satisfactory and timely performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

4. **Insurance**. Consultant shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A:VII showing the following coverage:
 - A. **Workers' Compensation and Employers' Liability Insurance**
 - 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, one million dollars (\$1,000,000) each employee for bodily injury by disease.
 - 2) If there is an exposure of injury to Consultant's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
 - 3) Each Workers' Compensation policy shall be endorsed with the following specific language:

Cancellation Notice "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County."
 - 4) Consultant shall require all Subconsultants to maintain adequate Workers' Compensation Insurance. Certificates of Workers Compensation shall be filed forthwith with the County upon demand.

B. General Liability Insurance

- 1) Comprehensive General Liability or Commercial General Liability insurance shall be provided covering all operations by, or on behalf of Consultant, covering bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for contractual liability insuring the obligations assumed by Consultant in this Agreement.
- 2) One of the following forms is required:
 - a) Comprehensive General Liability;
 - b) Commercial General Liability (Occurrence); or
 - c) Commercial General Liability (Claims Made).
- 3) If Consultant carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - a) One million dollars (\$1,000,000) each occurrence;
 - b) One million dollars (\$1,000,000) aggregate.
- 4) If Consultant carries a Commercial General Liability (Occurrence) policy:
 - a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.
 - b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- 5) Special Claims Made Policy Form Provisions: Consultant shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:
 - a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.

b) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

C. Endorsements: Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- 1) "The County, its officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."
- 2) "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County with respect to any insurance or self-insurance programs maintained by County, and no insurance held or owned by County shall be called upon to contribute to a loss."
- 3) "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to County."

D. Automobile Liability Insurance

- 1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

E. Professional Liability Insurance (Errors & Omissions)

- 1) Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000).
- 2) The insurance coverage provided by the consultant shall be kept current by consultant at least six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

5. Indemnity. Consultant hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, liabilities or damages, claims and liens, of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character to the extent the above are caused by Consultant's negligent performance, recklessness, or willful misconduct. The claims covered by this Paragraph 5 include, without

limitation, any claims brought by private person(s) and/or governmental agency(ies) relating in any way to alleged California Labor Code violations or alleged violation of prevailing wage laws, and/or any other employment-related laws. Consultant's obligation shall include the duty to defend County as set forth in California Civil Code Section 2782.8. This section shall not be waived or modified by contractual agreement, act, or omission of the parties. This provision is not intended to create any cause of action in favor of any third party against Consultant or the County or to enlarge, in any way, the Consultant's liability; but is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from Consultant's negligence, recklessness, or willful misconduct pursuant to this agreement. As used above, the term "County" means the Placer County, or its officers, agents, employees and volunteers.

6. **Consultant Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

7. **Assignment/ Subcontracting Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County. Consultant shall not subcontract any portion of the work except as approved in advance and in writing by County or as set forth in Exhibit A, Scope of Services.

8. **Personnel.**

- A. Consultant warrants that all personnel assigned by Consultant to perform the services are duly trained and qualified to perform the work. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, request the replacement of any person assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove and replace any such person immediately upon receiving notice from County.
- B. Notwithstanding the foregoing, if specific persons are designated as part of a project team in Exhibit A, Scope of Services, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the project team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Paragraph 10 Termination only for that work performed by project team members.

9. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.

10. **Termination.**

- A. In the event County, in its sole discretion, deems it in the best interests of the public, County shall have the right to terminate this Agreement at any time without cause by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
 - 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
 - 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy that County may have in law or equity.
- B. Consultant may terminate its services under this Agreement only upon good cause or upon the mutual agreement of the County, and shall provide thirty (30) working days advance written notice to the County of any such intent to terminate.

11. **Non-Discrimination.** Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code §12900 et seq.

12. **Records.** Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

13. **Ownership of Information.** All professional and technical information developed under this Agreement and all worksheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

14. **Waiver.** One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

15. **Conflict of Interest.** Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has, an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.

16. **Entirety of Agreement.** This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

17. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California, and Consultant hereby expressly waives those provisions in California Code of Civil Procedure §394 that may have allowed it to transfer venue to another jurisdiction. Each party waives any Federal court removal and/or original jurisdiction rights it may have.

18. **General Compliance With Laws.** The Consultant shall exercise usual and customary care to comply with applicable Federal, State and local laws, statutes, rules, orders and regulations which are in effect as of the date of this Agreement, or which may later be enacted. Consultant shall comply with all laws regarding payment of prevailing wage, including, without limitation, California Labor Code section 1720, as such laws may be amended or modified. Consultant agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.

19. **Construction and Interpretation.** It is agreed and acknowledged by Consultant that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to review the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.