

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

To: **BOARD OF SUPERVISORS**

Date: **MAY 18, 2010**

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

Subject: **PLACER COUNTY GOVERNMENT CENTER UTILITIES AND  
INFRASTRUCTURE SURVEY, PROJECT NO. 4761**

**ACTION REQUESTED / RECOMMENDATION:** Approve the attached Consultant Services Agreement with West Yost Associates, Inc. (WYA) to provide engineering and surveying services for the Placer County Government Center (PCGC) Utilities and Infrastructure Survey, Project No. 4761, located in north Auburn and authorize the Chairman to execute the attached Agreement in an amount not-to-exceed \$179,723.

**BACKGROUND:** Since the County acquired the PCGC (formerly the Dewitt State Hospital) site in 1972 many changes have occurred to the utility infrastructure resulting from numerous building re-model and addition projects, building demolition projects, and the construction of new buildings. These projects have led to modifications of the water, sewer, storm water, gas and electrical distribution systems. Over the past decades, the resulting infrastructure changes have never been integrated into an overall site utility plan for the PCGC.

This work is intended to document and inventory the location and condition of water lines, water valves, sewer lines, sewer manholes, the storm water system, and gas and electric utility lines and meters. The condition assessment will provide valuable information in maintaining the utility systems that support County facilities. This information will result in a final document, both hard copy and digital, for use by the various County departments, divisions and consultants to assist in campus maintenance. The work performed by WYA will be the foundation for utility design and determination of development capacity at the PCGC and upcoming efforts to update the Comprehensive Facilities Master Plan (CFMP). Staff anticipates returning to your Board in the near future with actions related to the CFMP.

In order to proceed with the Placer County Government Center Utilities and Infrastructure Survey, it is necessary for your Board to approve the attached Agreement with WYA, in an amount not-to-exceed \$179,723.

**ENVIRONMENTAL CLEARANCE:** This project is exempt from the California Environmental Quality Act pursuant to Section 15306 – that provides for the collection of data.

**FISCAL IMPACT:** The estimated cost for the consulting services for the Placer County Government Center Utility Infrastructure Survey is \$224,723, including \$179,723 in consultant cost and \$45,000 in project management and contingency. There are sufficient funds appropriated in the Capital Projects Fund project account for these services.

ATTACHMENT: WYA AGREEMENT – PLACER COUNTY GOVERNMENT CENTER UTILITY INFRASTRUCTURE SURVEY

JD:JS:RU:RLV:SH

CC: COUNTY EXECUTIVE OFFICE  
PROCUREMENT SERVICES

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291

Contract No.: \_\_\_\_\_

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

Contract Description: Placer County Government Center Utility Infrastructure Survey – Placer County Government Center

### 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 West Yost Associates, 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 Forty Nine Thousand Seven Hundred Twenty- Three and no/100 Dollars (\$149,723.00)** 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: Bob Veerkamp, Senior Project Manager  
Capital Improvements Division  
11476 "C" Avenue  
Auburn, CA 95603  
Phone: 530-886-4949  
Fax: 530-889-6863

CONSULTANT: West Yost Associates, Inc.  
Attn: John D. Goodwin  
2020 Research Drive, Suite 100  
Davis, CA 95618  
Phone: 530-756-5905  
Fax: 530-756-5991

REMIT TO CONSULTANT:  
West Yost Associates, Inc.  
Attn: John D. Goodwin  
2020 Research Drive, Suite 100  
Davis, CA 95618  
Phone: 530-756-5905  
Fax: 530-756-5991

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: \_\_\_\_\_

West Yost Associates, Inc., CONSULTANT

By: \_\_\_\_\_  
Name: Steven R. Dalrymple  
Title: President

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

By: \_\_\_\_\_  
Name: John D. Goodwin  
Title: Vice-President

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

Approved as to Form

Approved as to Funds

By: \_\_\_\_\_  
Placer County Counsel

By: \_\_\_\_\_  
Placer County Auditor

- Attachment A: Scope of Services
- Attachment B: Payment for Services Rendered
- Attachment B-1: 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

#### **Task 1. Review Existing Information**

**Subtask 1.1—Kick off Meeting.** Conduct a kick off meeting with County staff to review project coordination issues and requirements. Review scope of work, mapping standards, deliverables, and project schedule. Identify limits of representative "Test Area" for West Yost to develop initial sample of surveying and mapping deliverable. Brainstorm numbering systems and attribute data to be included with each facility.

**Subtask 1.2—Review Existing Mapping.** Review all mapping provided by the County. County to provide rectified aerial photograph or GIS data for mapping background.

**Subtask 1.3—Utility Coordination.** Send utility coordination letters requesting existing mapping to other utilities including PG&E, NID, PCWA, telephone, and possibly others.

#### **Task 2. Field Surveying**

Surveying will be completed using "surveying grade" GPS survey equipment whenever possible and a Total Station where required because of interference with trees and/or coverings. Surveying will not include right of way, parcel boundary, or topographic (contour) surveying.

**Subtask 2.1—Control Surveys.** Survey and set horizontal and vertical control for project site.

**Subtask 2.2—Survey "Test Area."** Survey all surface utilities within the "Test Area."

**Subtask 2.3—Utility Survey of Surface Features.** Survey all utilities for the entire DeWitt complex. Survey of irrigation lines are limited to main water lines and valves and does not include sprinklers.

**Subtask 2.4—Measure sewer manhole and drainage inverts.** At each sewer manhole and drainage structure, measure rim and invert elevations, verify diameters of pipelines, and identify pipe materials, if possible. Confined space entry will not be included.

**Subtask 2.5—Survey Street Centerlines and Monuments.** Locate existing monumentation for centerlines of major streets.

**Subtask 2.6—Survey Data Reduction/Mapping.** Input field data into AutoCAD drawing.

#### **Task 3. Supplemental Surveying**

Supplemental surveying shall include additional surveying performed at the request and direction of County staff.

#### **Task 4. Develop Utility Mapping**

Utility mapping will be prepared at a scale of 1" = 100' for standard plotting at 11x17 inch paper. The scale will be 1" = 50' when plotted at 22x34 inches. It is anticipated that the DeWitt complex will be shown on a grid of approximately 12 sheets. Potholing or excavation to determine utility locations is not included.

**Subtask 4.1—Develop Utility Numbering System and Attribute Data.** West Yost, working with County staff, will develop a numbering system to identify each facility (water valve, sewer manhole, transformer, hydrant, etc.). Attribute data will vary depending on the type of facility and could include size, material, location, building served, grid location, load center, etc.

**Subtask 4.2—Prepare Draft Mapping of "Test Area."** Mapping of the "Test Area" will be prepared to provide a sample for County Staff to review prior to completing mapping of the entire complex. Submit 5 sets of 11x17 maps for review.

**Subtask 4.3—County Review #1 and Workshop.** Meet with County staff to review mapping sample and obtain suggested modifications.

**Subtask 4.4—Prepare Draft Mapping of Entire Complex.** Submit 5 sets of 11x17 maps for review.

**Subtask 4.5—County Review #2 and Workshop.** Meet with County staff to review draft mapping and receive comments.

**Subtask 4.6—Prepare Final Mapping.** Submit 5 sets of 11x17 maps for final review.

**Subtask 4.7—County Final Review.** Receive final comments.

**Subtask 4.8—Final Documents. Prepare final documents.** Deliverables will include all AutoCAD files, PDF files, and 10 sets of 11x17 maps.

**Task 5. Supplemental Mapping**

Supplement mapping shall include additional mapping performed at the request and direction of County staff.

The scope of services may be amended only with the prior written approval of the Consultant and the Placer County Director of Facility Services.

In addition to the services described above, the 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. Work on any Additional Service 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.

Task 1	Review Existing Information	10 Days
Task 2	Field Surveying	62 Days
Task 3	Supplemental Surveying	15 Days
Task 4	Develop Utility Mapping	140 Days
Task 5	Supplemental Mapping	15 Days

The preliminary schedule above provides the County twenty-five days for review during Task 4. If County review times are longer or shorter, the schedule would be affected accordingly.

**EXHIBIT B  
PAYMENT FOR SERVICES RENDERED**

Payment to Consultant shall be made by the County on an hourly basis in accordance with the schedule attached hereto as Exhibit B-1.

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 invoices shall also include a spreadsheet that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task

The total amount payable for each task shall not exceed the amount set forth below/on Exhibit B-1; 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 Forty Nine Thousand Seven Hundred Twenty- Three and no/100 Dollars (\$149,723.00)**.

TASK:	COST
1. Description: Review Existing Information	\$ <u>6,688.00</u>
2. Description: Field Surveying	\$ <u>81,371.00</u>
3. Description: Supplemental Field Surveying	\$ <u>4,202.00</u>
4. Description: Develop Utility Mapping	\$ <u>46,902.00</u>
5. Description: Supplemental Utility Mapping	\$ <u>2,560.00</u>
Total Basic Fee:	\$ <u>141,723.00</u>

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 \$ 8,000.00.

EXHIBIT B-1

PAYMENT FOR SERVICES RENDERED  
**WEST YOST ASSOCIATES, INC.**  
2010 Billing Rate Schedule

(Effective January 1, 2010 through December 31, 2010)  
This schedule will be updated annually

Position	Labor Charges (dollars per hr)
Principal/Vice President	216
Engineering Manager	206
Principal Engineer/Scientist	188
Senior Engineer/Scientist/GIS Analyst	169
Associate Engineer/Scientist	151
GIS Analyst	151
Engineer II/Scientist II	134
Engineer I/Scientist I	115
Construction Manager III	164
Construction Manager II	151
Construction Manager I	139
Resident Inspector III	127
Resident Inspector II	117
Resident Inspector I	103
Sr. Designer/Sr. CAD Operator	109
Designer/CAD Operator	97
Technical Specialist II	94
Technical Specialist I	82
Engineering Aide	68
Administrative IV	97
Administrative III	85
Administrative II	73
Administrative I	61

**SURVEYING AND EQUIPMENT CHARGES**

Position	Labor Charges (dollars per hr)
GPS, 3-Person	333
GPS, 2-Person	284
GPS, 1-Person	223
Survey Crew, 2-Person	242
Survey Crew, 1-Person	182

298

## EQUIPMENT CHARGES

Equipment	Billing Rate (dollars per day)	Billing Rate (dollars per week)
DO Meter	16	77
pH Meter	5	24
Automatic Sampler	120	658
Transducer/Data Logger	38	190
Hydrant Pressure Gage	11	47
Hydrant Pressure Recorder (HPR) —	—	190
Hydrant Wrench	5	30
Pitot Diffuser	27	124
Well Sounder	27	124
Ultrasonic Flow Meter	—	249
Vehicle	82	412
Velocity Meter	11	60
Water Quality Multimeter	163	891
Thickness Gage	—	66

Hourly labor rates include Direct Costs such as general computers, system charges, telephone, fax, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.

Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, Travel, etc. will be billed at actual cost plus 15%.

Mileage will be billed at the current Federal Rate.

Sub-consultants will be billed at actual cost plus 10%.

Computers are billed at \$25 per hour for specialty models and AutoCAD.

A Finance Charge of 1.5 percent per month (an Annual Rate of 18 percent) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

Billing rates apply to all computers and equipment, whether owned or rented by West Yost, and to all employment categories including regular full-time, part-time, limited term and contract personnel as defined in West Yost's Employee Handbook.

## 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 Manager.
2. All existing AutoCad, PDF and photo files relevant to the Placer County Government Center infrastructure. All AutoCad, PDF and photo files generated during the performance of and relevant to the scope of work.
3. County shall promptly review any and all documents and materials submitted by the Consultant.

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. **Hold Harmless and Indemnification Agreement.** The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action 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 PLACER County arising in favor of any party, 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 occurring or in any way incident to, in connection with or arising directly or indirectly out of the contract or agreement to the extent that the above are caused by negligent acts, errors, omissions, or willful misconduct of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code, Section 2778 and 2782.5. 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 PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County, its officers, agents, employees, and volunteers.

5. **Insurance:**

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.

**Worker's Compensation and Employers Liability Insurance:**

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's 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, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

CONSULTANT shall require all SUBCONSULTANTS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

**General Liability Insurance:**

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. 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:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) for Products-Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate

- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. 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:

- (1) The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) aggregate for Products Completed Operations
  - Two million dollars (\$2,000,000) General Aggregate
- (2) 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.

**Endorsements:**

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

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

**Automobile Liability Insurance:**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

**Professional Liability Insurance (Errors & Omissions):**

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to 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.

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 regarding this Agreement initially shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. 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.

**EXHIBIT E  
CONFIDENTIAL**

**NOT FOR PUBLIC USE  
FOR ACCOUNTING PURPOSES ONLY**

Administering Agency: Placer County/Facility Services Department/Capital Improvements  
Division

Contract Description: Placer County Government Center Utility Survey

CONSULTANT: West Yost Associates, Inc.

FEDERAL TAX ID # (insert tax payer ID number)

