

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

To: **BOARD OF SUPERVISORS**

Date: **JANUARY 8, 2013**

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

Subject: **HAZARDOUS MATERIALS ABATEMENT AND DEMOLITION OF BUILDINGS  
09, 10, 203A, 204, 205 & 206 AT THE PLACER COUNTY GOVERNMENT CENTER,  
PROJECT NO. 4812**

**ACTION REQUESTED / RECOMMENDATION:**

1. Approve the attached sole source Agreement with Entek Consulting Group, Inc. (Entek), to provide testing for asbestos and lead, prepare specifications and provide project management services for the Hazardous Materials Abatement and Demolition of Buildings 09, 10, 203A, 204, 205 & 206 located at the Placer County DeWitt Government Center (PCGC) and authorize the Chairman to execute the attached Agreement in an amount not-to-exceed \$94,500, funded by the Capital Projects Fund project account at an estimated budgeted net County cost of \$94,500.

**BACKGROUND:** On January 20, 2004, the Environmental Impact Report (EIR) for the PCGC Facility Plan was certified by your Board. The EIR recommended the location of several new buildings on the PCGC campus, as well as recommendations for the phased demolition of other selected PCGC buildings to create new buildings and open spaces to accommodate the implementation of a Master Plan. Buildings 09, 10, 203A, 204 through 206 have recently become vacant and are part of the phased demolition plan.

Entek has provided services for asbestos and lead paint testing, prepared specifications and provided project management services for the Bell Gardens Demolition in 2004, DeWitt Buildings 213-217 in 2009, the Sheriff's Building Demolition in 2008 and the Land Planning Buildings in 2010. Entek is uniquely qualified to assist staff with the demolition of this next round of building demolition. Because of Entek's extensive experience with the unique conditions present at the PCGC, staff recommends a sole source selection of Entek to prepare bid documents for the demolition project. Entek will also assist staff in providing project management services to ensure proper disposal of any hazardous materials.

In order to proceed with the Hazardous Materials Abatement and Demolition of Buildings 09, 10, 203A, 204, 205 & 206, Project No. 4812, it is requested that your Board approve the attached Agreement with Entek, in an amount not-to-exceed \$94,500.

**ENVIRONMENTAL CLEARANCE:** On January 20, 2004, your Board certified the Final EIR and adopted the Findings of Fact and Statement of Overriding Considerations for the PCGC Facility Plan, which fulfills the requirements of California Environmental Quality Act (CEQA). The impacts of this project were considered in that EIR.

**FISCAL IMPACT:** The total contract cost for the consultant's hazardous materials abatement survey, bid document preparation and project management services for this project is \$94,500. There are sufficient funds appropriated in the Capital Projects Fund project account for these services.

ATTACHMENT: ENTEK AGREEMENT

JD:JS:RU:DH:SH

CC: COUNTY EXECUTIVE OFFICE  
PROCUREMENT SERVICES

T:\FAC\BSMEMO2013\4812 DEMO BLDGS 9\_10\_ENTEK CONTRACT\_R2.DOC

317

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

Administering Agency: County of Placer/Facilities Services/Capital Improvements Division

Contract Description: Consulting Services for the Demolition of Buildings 09, 10, 203A, 204A&B, 205A&B & 206A&B

### 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 Entek Consulting 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 **Ninety Four Thousand Five Hundred and no/100 Dollars (\$94,500.00)** 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: Doug Hawk, Architect  
Capital Improvements  
11476 "C" Avenue  
Auburn, CA 95603  
Phone: 530-889-6805  
Fax: 530-889-6863

CONSULTANT: Entek Consulting Group, Inc  
Attn: Richard Beall  
4200 Rocklin Road, Suite 7  
Rocklin, CA 95677  
Phone: 916-632-6800  
Fax: 916-632-6812

REMIT TO CONSULTANT:  
Entek Consulting Group, Inc  
Attn: Richard Beall  
4200 Rocklin Road, Suite 7  
Rocklin, CA 95677  
Phone: 916-632-6800  
Fax: 916-632-6812

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: \_\_\_\_\_

Entek Consulting Group, Inc., CONSULTANT

By: Richard Beall  
Richard Beall, President

Date: 11-28-12

By: Terri Busch  
Terri Busch, CFO

Date: 11-28-12

Approved as to Form

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

Approved as to Funds

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

- Exhibit A: Scope of Services
- Exhibit B: Payment for Services Rendered
- Exhibit B-1: 2012 Fee Schedule
- Exhibit C: Facilities, Equipment, and Other Materials and Obligations of County
- Exhibit D: General Provisions
- Exhibit E: Confidential Accounting Information

## EXHIBIT A

### SCOPE OF SERVICES

The scope of services shall consist of professional services related to the development of asbestos, lead in paint and other hazardous materials bidding specifications for abatement contractors for the demolition project at the DeWitt Center in Auburn including asbestos pre-demolition inspection, lead paint inspection, development of Contract Specifications for asbestos, lead in construction, fluorescent light tubes, and PCB ballasts for Buildings 09, 10, 203A, 204A&B, 205A&B, 206A&B, and connecting corridors at the DeWitt Government Center, Auburn, CA. In addition, this proposal includes services for providing onsite third party project management during the removal and handling of hazardous materials.

#### **Task 1: Asbestos and Lead Inspection of Subject Buildings (Interior and Exterior)**

Consultant will conduct an asbestos inspection of suspect materials related to the project to meet the California Air Resources Board (CARB) requirements for compliance with the US EPA National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulation.

The asbestos inspection will be conducted by a team of two inspectors who are either Cal/OSHA Certified Asbestos Consultants (CAC) or Cal/OSHA Certified Site Surveillance Technicians (CSST). The inspection for asbestos will include an estimated 282 bulk samples to be analyzed by polarized light microscopy (PLM) and approximately 35 samples analyzed by the 400 Point Count Method by PLM for waste classification. All bulk samples will be submitted to Asbestech, a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory in Carmichael, California.

Additionally, Consultant will conduct a lead inspection of the subject buildings for compliance with the California Occupational Safety and Health Administration (Cal/OSHA) Lead in construction Standard, Title 8 CCR, Section 1532.1. The lead inspection will be conducted by California Department of Public Health (CDPH) certified Lead Inspector/Assessors and will include evaluation of the interior and exterior building surfaces using XRF technology.

As part of the lead inspection, Consultant will conduct a mass balance evaluation for lead in the building structures to be demolished. This extensive evaluation and testing will assist in determining the total waste stream of the building structures prior to the contractors bidding the project and will assure the waste stream for lead is accurately evaluated. A total of four samples will be collected and analyzed by Asbestech using the TTLC and STLC methods of analysis.

Consultant will provide a written report of findings including written specifications for asbestos, lead, and other hazardous material for bidding purposes based on the items listed above.

## **Task 2: Onsite Project Management During Abatement and Demolition**

Consultant will provide project oversight services to ensure abatement and demolition contractor compliance with all applicable regulations in addition to any issued abatement specifications. Consultant will provide a CAC or CSST to monitor the project throughout its duration.

Consultant will also collect daily air samples at the perimeter of the regulated areas. These samples will be analyzed by Asbestech using the National Institute of Occupational Safety and Health (NIOSH) method 7400 using phase contrast microscopy. The purpose of such samples is to demonstrate the airborne fiber concentrations at the project boundary.

The following services will be provided during this second phase of work during actual demolition by the awarded contractor:

- Pre-Construction meeting with awarded contractor to review documents, schedule, and approach
- Onsite project management by a Certified Asbestos Consultant (CAC) or Certified Asbestos Site Surveillance Technician (CSST) to oversee the asbestos contractor
- Assist in decisions needed regarding abatement techniques
- Coordination between Placer County and Contractor including meetings as necessary
- Written progress reports to Placer County
- Air sampling during course of asbestos abatement
- Visual inspections of work areas during abatement and final visual inspections at end of abatement to assure contractor completed work to meet specifications
- Enforcement of abatement specifications
- Support by Senior consultant during course of project as needed
- Final close-out of project with written report to Placer County with all daily logs, visual inspection records, contractor records of worker training, medical records, and respirator fit tests, etc.

This contract assumes the project will be completed within twelve weeks of arriving at the project site and includes up to 480 hours of project oversight and 120 daily air samples.

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.

END of Exhibit A – Scope of Services

**EXHIBIT B  
PAYMENT FOR SERVICES RENDERED**

Payment to Consultant shall be made by the County on an hourly basis in accordance with the schedule below.

Consultant shall submit invoices monthly for work performed, including task budgets, current charges by task, cumulative charges by task to date and percent of budget expended and remaining task. 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 Ninety Four Thousand Five Hundred and no/100 Dollars (\$94,500.00).

<u>TASK:</u>	<u>COST:</u>
1A Onsite Asbestos & Lead Inspection, Final Survey Report and Bidding Specifications	\$22,992.00
1B Laboratory Costs	\$10,193.00
2A Pre-Construction Meeting, Onsite Project Management and Administrative Support	\$44,744.00
2B Laboratory Costs during Demolition	\$ 2,880.00
2C Final Close Out Process	\$ 3,208.00
<u>3A Additional Services Allowance</u>	<u>\$ 10,483.00</u>
<b>Total Basic Fee:</b>	<b>\$ 94,500.00</b>

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 \$ 10,483.00.

Exhibit B-1

Entek Consulting Group, Inc. Fee Schedule

2012/2013

Professional Consultation, CIH, CSP	\$ 125.00 per hour
Weekend/Overtime (Over 8 hours/day) Rate	\$ 135.00 per hour
Holiday Rate*	\$ 160.00 per hour
Senior Consultant	
Asbestos, Lead Inspections, & Project Management	\$ 98.00 per hour
Weekend/Overtime (Over 8 hours/day) Rate	\$ 110.00 per hour
Holiday Rate*	\$ 125.00 per hour
Asbestos Consultant (CAC and CSST)	
Asbestos, Lead Inspections, & Project Management	\$ 88.00 per hour
Weekend/Overtime (Over 8 hours/day) Rate	\$ 100.00 per hour
Holiday Rate*	\$ 115.00 per hour
Technical Consultation/Support	
Project Management	\$ 78.00 per hour
Weekends/Overtime (Over 8 Hours/day) Rate	\$ 92.00 per hour
Holiday Rate*	\$ 103.00 per hour
Administrative Support	\$ 60.00 per hour
Expert Witness (CIH/CSP)	
File Review and Investigations	\$ 175.00 per hour
Trial and Deposition	\$ 250.00 per hour

Hourly rates include preparation, research, travel time, report preparation, onsite investigations, and sampling. Per diem, hotel, and other travel costs apply for work as deemed necessary.

**LABORATORY FEES**

<u>Phase Contrast Microscopy (PCM)</u>	\$ 24.00 per sample
After Hours or Weekend/Night Rate (\$450.00 minimum)	\$ 45.00 per sample
<u>Polarized Light Microscopy (PLM)</u>	\$ 24.00 per sample
After Hours or Weekend/Night Rate (\$450.00 minimum)	\$ 50.00 per sample
<u>Polarized Light Microscopy (PLM) With Point Counting</u>	
Point Counting 400 points (2-3 Days)	\$ 55.00 per sample
Point Counting 400 points (24 Hour)	\$ 65.00 per sample
Point Counting 400 points (4 Hour)	\$ 90.00 per sample
CARB 435 Method	\$ 175.00 per sample

Atomic Absorption (AA) Analysis for Lead (paint chips, air cassette, soil & wipe)

Normal (2-3 Days)	\$ 24.00 per sample
RUSH (24 Hour)	\$ 30.00 per sample
RUSH (4 Hour)	\$ 60.00 per sample
After Hours or Weekend/Night Rate (\$450.00 minimum)	\$ 85.00 per sample
STLC (3 Days)	\$ 200.00 per sample
TTLC (3 Days)	\$ 50.00 per sample
TTLC (24 Hour)	\$ 60.00 per sample
TTLC (4 Hour Rush)	\$ 90.00 per sample
Niton XRF Analysis for Lead	\$ 250.00 per day

Transmission Electron Microscopy (TEM) for Asbestos--Air

Modified AHERA (10 Grid Openings for NOA Projects)	\$ 160.00 per sample
AHERA 3 Days	\$ 100.00 per sample
AHERA 24 Hour	\$ 115.00 per sample
AHERA Same Day (8 Hour Rush)	\$ 140.00 per sample
AHERA Same Day (4-6 Hour Rush)	\$ 180.00 per sample
AHERA After Hours or Weekend	\$ 250.00 per sample

After Hours or Weekend/Night (Minimum \$675.00)

Viabile Airborne Mold - Anderson Malt Agar	\$ 70.00 per sample
Airborne Bacteria - Anderson	\$ 65.00 per sample
Non-Viable Spores - Air-O-Cell	\$ 85.00 per sample
Bulk (Biological)	\$ 40.00 per sample
Dust Sample Culture on Agar Plates	\$ 75.00 per sample

Industrial Hygiene Laboratory Fees and Courier Fees

Prices quoted on a per project basis.  
Courier Fees for FedEx or UPS on a per project basis

End of Exhibit B-1 2012/2013 Fee Schedule

## 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. Provide the typical Construction Contract, General Conditions and CSI Division 1 documents.
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 in 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 PLACER 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 this contract or agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or PLACER 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 the County of Placer, 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 Compensations 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, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, 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."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONSULTANT shall require all SUBCONTRACTORS 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 one (1) year 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.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

**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 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 one (1) year 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.

**Pollution Liability:**

Contractor shall purchase and thereafter maintain, so long as such insurance is available on a commercially reasonable basis, Pollution Liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate covering liability arising from the sudden and accidental release of pollution on the Facility Site.

**Additional Requirements:**

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

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

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

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, photostatting, 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. 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.

End of Exhibit D – General Provisions

**EXHIBIT E  
CONFIDENTIAL**

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

Administering Agency: Placer County/Facilities Services/ Capital Improvements Division

Contract Description: **Consultant Services for the Demolition of Buildings 09, 10, 203A,  
204A&B, 205A&B & 206A&B**

CONSULTANT: Entek Consulting Group, Inc., a California Corporation

FEDERAL TAX ID #: on file