

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

To: **BOARD OF SUPERVISORS**

Date: **OCTOBER 9, 2012**

From: **JAMES DURFEE / JOEL SWIFT**

Subject: **ARCHITECTURAL SERVICES AGREEMENT FOR THE PLACER COUNTY 2012 ADA RE-SURVEY OF EXISTING COUNTY FACILITIES, PROJECT NO. 4966**

ACTION REQUESTED / RECOMMENDATION: Approve a Consultant Services Agreement with Williams + Paddon Architects, Inc. (W+P) to provide architectural services for the 2012 ADA Re-Survey of Existing County Facilities, Project No. 4966, in an amount not-to-exceed \$160,000 in budgeted net county cost, funded by Capital Projects ADA Improvements, and authorize the Chairman to execute said Agreement.

BACKGROUND: In 1993, the County contracted with Sally Swanson Associates to conduct an ADA Title II Self Evaluation. That Self Evaluation resulted in a priority list for accessibility improvements. Since the Self Evaluation was completed, your Board has consistently funded projects that improve accessibility to County facilities and programs. Thousands of the deficiencies listed in the 1993 survey have been resolved. Improvements have been corrected, in some cases incorporated into capital projects or the magnitude of deficiencies has resulted in programs being relocated. Since the 1993 survey, numerous revisions to the accessibility standards have been enacted. As recently as March 15, 2012, new standards were adopted. As a result the County now has a need for an updated survey that will identify architectural barriers as defined by the current accessibility standards. The scope of the survey will include an assessment of accessibility for adjacent exterior sites, buildings and specialized areas; and include a summary of findings and cost estimates for each listed building or site. Exterior barriers include: parking, ramps, handrails, stairs, walkways, and signage. Interior barriers include: doors, door hardware, signage, corridors, restrooms, elevators, stairs, handrails, electrical, audio-visual assistance, drinking fountains, evacuation areas, visual alarms, public counters, seating, phones, shelves, book stacks and vending machines. Upon completion of the survey effort, staff will work with the consultant and stakeholders to develop a prioritized list of potential accessibility improvements and return to your Board with a recommendation for addressing improvements in a structured approach.

On July 27, 2012, Capital Improvements distributed a Request for Proposals (RFP) to five Architectural firms from a qualified list, to provide an assessment of existing County facilities with the most public traffic. Four of the five firms responded with proposals, of those four Williams + Paddon Architects, Inc. (W+P), was determined to be the most qualified respondent based on the criteria set forth in the RFP. In order to proceed with the 2012 ADA Re-Survey of Existing County Facilities, it is requested that your Board approve the attached Agreement with W+P, in an amount not-to-exceed \$160,000.

ENVIRONMENTAL CLEARANCE: In accordance with Section 21080(b)(9) of the Public Resources Code and Section 15301 of the California Environmental Quality Act Guidelines, operation, repair, maintenance, or minor alteration of existing structures or facilities not expanding existing uses this action is categorically exempt.

FISCAL IMPACT: The estimated cost for architectural services for the 2012 ADA Re-Survey of Existing County Facilities is \$160,000. There are sufficient funds appropriated in the Capital Projects Fund project account for these services.

ATTACHMENT: AGREEMENT

JD:JS:RU:LJ:SH

CC: COUNTY EXECUTIVE OFFICE

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Contract No.: _____

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

Contract Description: 2012 ADA RESURVEY OF EXISTING COUNTY FACILITIES

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 Williams + Paddon Architects, 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 sixty Thousand and no/100 Dollars (\$160,000.00)** 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, Senior Project Manager
Capital Improvements Division
11476 "C" Avenue
Auburn, CA 95603
Phone: (530)889-6838
Fax: (530)889-6863

CONSULTANT: Williams + Paddon Architects, Inc.
Attn: Mark Posnick
2237 Douglas Boulevard, Suite 160
Roseville, CA 95661
Phone: (916)786-8178
Fax: (916)786-2175

REMIT TO CONSULTANT:
Williams + Paddon Architects, Inc.
Attn: Jessica Janicki
2237 Douglas Boulevard, Suite 160
Roseville, CA 95661
Phone: (916)786-8178
Fax: (916)786-2175

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: _____
Name: Jennifer Montgomery
Title: Chair

Date: _____

Williams + Paddon Architects, Inc., CONSULTANT

By: _____
Name: Greg Tonello
Title: CEO

Date: _____

By: _____
Name: Jack Paddon
Title: Chairman

Date: _____

Approved as to Form

Approved as to Funds

By: _____
Placer County Counsel

By: _____
Placer County Auditor

- Exhibit A: Scope of Services
- Exhibit B: Payment for Services Rendered
- 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 an ADA Re-survey of Existing County Facilities, consisting of the following Services and Deliverables:

SCOPE OF WORK

In response to the July 27, 2012 proposal request for ADA Re-survey of existing County facilities, Consultant will provide the following services:

Task 1 Preparation/Existing Document Organization

At the initial start of the project re-survey process, Consultant will obtain the existing documentation from the County for all of the facilities. This will include the 1993 survey and drawings (floor plans and site plans) of each of the existing facilities.

Consultant will organize the existing documentation and analyze the data and information in preparation for a meeting with the County and for the field re-survey work.

Consultant will meet with County staff to review the information obtained from the existing documentation, discuss improvements which have occurred at each facility since the original 1993 survey and any known additional accessibility issues. Using this approach allows the original survey list to be accurately understood for items which have already been remediated, or have remained the same since the 1993 survey. In addition, it assists in pin pointing specific areas which need additional attention for compliance verification. This will also allow in prioritization of specific facilities to be discussed and coordinated.

Based on the outcome of the information review and the meeting discussions, Consultant will organize and schedule the various facilities into appropriate groups for the most efficient and beneficial sequencing.

Task 2 – On Site Survey/Inspection

Consultant will organize into multiple re-survey inspection teams to conduct the field re-survey inspections. These teams will visit the facilities based on the schedule and sequencing determined with the County.

The re-survey work will include review of the public architectural barrier items previously indicated in the 1993 report with respect to their completion or modification to determine if they are now in compliance:

- With respect to the 1991 ADA standards and if therefore they would fall under the safe harbor clause allowed in the 2010 ADA standards
- With respect to the 2010 ADA standards changes in the requirements from the 1991 ADA standards.
- With respect to the 2010 California Building Code
- With respect to the 2012 Emergency Measures/Code Changes approved by the Building Standards Committee, which took affect August 1, 2012.

Any new work which has been completed since the 1993 survey will also be reviewed with respect to the above mention codes that would apply based on when the work was completed. For example, work completed before March of 2012, and fully compliant with the 1991 ADA standards would not be required to meet the 2010 ADA standards due to the safe harbor clause. Conversely, work which was completed after March 2012 would only have to comply with the 2012 ADA Standards and not have to comply with the 1991ADA standards.

In addition, by reviewing the architectural barrier items with respect to all of the codes and standards listed above it has been discovered that there are items which were previously non-compliant, but due to the change in the ADA standard or the codes, would now be compliant. This approach may result in elimination of items on the report and reduce the number of corrections required.

Task 3 – Summary of Findings, Cost Summary and Proposal

Upon completion of the field re-survey field work, the inspection team will compile the information obtained during the re-survey inspection and determine which architectural barrier items are now compliant, or what interpretations could be made to allow the item to be compliant, which items are still not compliant and any new or additional items which are not compliant. They will then determine the potential correction needed to make the non-compliant items compliant, and create a new Summary of Finding report for each facility.

Consultant will then meet with the cost estimators to review the Summary of Finding Report with the potential correction and the information from the re-survey inspection. This information along with years of experience in accessibility upgrade work and constantly maintained market cost data bases, will be used to determine the costs related to the corrective action. These costs will then be added to the Summary of Finding Report.

In parallel with the cost estimation work, the inspection team will also be performing the notation of the architectural barriers on the area maps and schematic building plans.

By using multiple teams, this allows the various facilities and the tasks related to each facility to occur concurrently. It also allows the team members to be involved in all aspects of the work, from the re-survey, to the cost estimation and coordination, to the creation of the new Summary of Findings Reports and the notation of the area maps & building plans. This continuity allows faster schedule completion and greater efficiency resulting in the reduction in cost of services.

The Summary of Findings Report, cost estimate information and the notated area maps & building plans will be compiled and packaged for each facility, for submittal to the County.

Along with the compiled facility packages, Consultant will provide a proposal for additional services or remedial work related to the architectural barriers. As indicated in the request for proposal, it is anticipated that this work would be hourly, on an as-needed basis. The scope of that hourly work would be reviewed and refined with the County for each facility as the need arises. Consultant is experienced with performing work on an as needed basis, and are currently contracted with clients, including Placer County, on that basis for a variety of work.

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 within 120 calendar days after execution of the Consultant Agreement.

**EXHIBIT B
PAYMENT FOR SERVICES RENDERED**

Payment to Consultant shall be made by the County on a fixed fee basis.

Consultant shall submit invoices monthly for worked 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 all services including reimbursables provided under this Agreement shall not exceed One Hundred Sixty Thousand and no/100 Dollars (\$160,000.00).

The fixed fee for basic scope of services listed in Exhibit A shall be \$143,660.00

This contract allows for Additional Services subject to the prior written approval from the Placer County Director of Facility Services up to a maximum amount of Sixteen Thousand Three Hundred Forty and no/100 Dollars (\$16,340.00).

In no event shall the total cost of services provided under this Agreement exceed One Hundred Sixty Thousand and no/100 Dollars (\$160,000.00).

**EXHIBIT B1
FEE SCHEDULE**

Hourly Rates

Principal	\$ 235.00
Associate Principal	\$ 185.00
CASp	\$ 185.00
Sr. Project Architect	\$ 160.00
Project Architect	\$ 140.00
Project Manager	\$ 125.00
Interior Designer	\$ 105.00
Project Technical I	\$ 105.00
Project Technical II	\$ 90.00
Project Technical III	\$ 70.00

Services by the Architect or CASp as a witness for expert testimony shall be billed at \$285 per hour.

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. Original 1993 Survey provided by Sally Swanson
3. Floor plan and site plans as available for County Facilities to be surveyed.
4. List of previously completed work based of the 1993 Survey.
5. 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, 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, 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 to the extent that the above are caused by negligent performance, recklessness, or willful misconduct 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 negligence, recklessness, or willful misconduct 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 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.

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 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 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 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, if any, non-owned, and hired automobiles/trucks.

Professional Liability Insurance (Errors and 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 professional 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 upon 7 days written notice to Consultant. In the event County shall give notice of termination, Consultant shall cease rendering service within 7 days of receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
- 1) Consultant shall deliver copies of all final work products prepared by it pursuant to this Agreement.
 - 2) Consultant shall provide county with full license and control of all such work products for the maintenance, management and modification of subject project pursuant to this Agreement, as identified in Article 13.
 - 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 upon thirty (30) working days advance written notice to the County.

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. **Licensed Use of Information**. All professional and technical information developed under this Agreement and all worksheets, reports, and related data shall be licensed to and controlled by County for use in the maintenance, management and modification of subject project. Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County understands that the Consultant's deliverables are instruments of professional service and are not complete without the Consultant's direct interpretation. 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.

**EXHIBIT E
CONFIDENTIAL**

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

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

Contract Description: 2012 ADA Re-Survey of County Facilities

CONSULTANT: Williams + Paddon Architects, Inc.

FEDERAL TAX ID # (insert tax payer ID number)

