

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

To: **BOARD OF SUPERVISORS**

Date: **JANUARY 22, 2008**

From: **JAMES DURFEE / JOEL SWIFT**

Subject: **CONSTRUCTION MANAGEMENT SERVICES AGREEMENT FOR THE
DESIGN-BUILD DELIVERY OF PHASE I OF THE SOUTH PLACER ADULT
CORRECTIONS FACILITY, PROJECT NO. 4764**

ACTION REQUESTED / RECOMMENDATION: Approve an Agreement with Vanir Construction Management, Inc. (Vanir) to provide project and construction management services for Phase I of the South Placer Adult Correction Facility (SPAC), Project No. 4764, located in Roseville, and authorize the Chairman to execute the Agreement in an amount not-to-exceed \$450,000 for construction management services for the proposal phase of the project.

BACKGROUND: In March 2007, your Board authorized staff to proceed with a design-build delivery method (D-B) for the SPAC. The Public Contract Code prescribes four basic steps for contracting agencies to follow in the proposal phase of this project delivery method. These steps involve development of a detailed project description, the pre-qualification of D-B firms, a Request for Proposals (RFP) from the pre-qualified firms based on specific selection criteria and award of the D-B contract. In order to complete these steps, a professional construction management (CM) firm with experience in D-B is required to assist the County in proceeding with the project.

Staff from Procurement, the CEO and Facility Services has completed the selection process for CM services for the SPAC. Vanir was selected as the most qualified of four firms that were interviewed. Staff has negotiated a consultant agreement for services through this initial phase including the preparation of bid documents, assistance in the prequalification of D-B entities, and evaluation and selection of the D-B entity that will design and construct the SPAC. The Agreement for these services has been negotiated for a fee, not to exceed \$450,000.

The future Design/Construction Management (D/CM) phase of services also includes cost estimating, inspections and quality assurance, as well as design and construction management for an estimated forty-eight month D-B project. The work performed in the initial phase will be utilized to more clearly define the scope of services for the design and construction management phases of the project. Based on an estimated construction cost of \$58 - \$60 million, the cost of the Design/Construction Management phase services is anticipated to be \$3.5 - \$4 million. Staff will return to your Board with an Agreement for this scope of work prior to completion of the RFP phase.

In March 2007, staff proposed returning to your Board with a contract for the services of a Master Architect, to prepare a space program and performance specifications. In coordinated discussions with Vanir and Jay Farbstein and Associates (JFA), who is currently preparing the Detention Needs Assessment, it was determined that the services of Master Architect would not be required. In an effort to provide a higher level of project coordination and integration, JFA can provide the architectural space program and Vanir will provide the documents and services necessary for development of the D-B bid documents, including performance specifications and project criteria documentation. The cost of Vanir's portion of this work is included in the current proposal.

In order to proceed, staff is requesting that your Board authorize the Chairman to execute the attached Agreement with Vanir Construction Management, Inc. for the initial phase of the CM services, in an amount not to exceed \$450,000.

ENVIRONMENTAL IMPACT: In accordance with Section 21083 of the Public Resources Code and Section 15075 of the California Environmental Quality Act Guidelines, a Notice of Determination for a Mitigated Negative Declaration for the project was recorded and posted on February 27, 2004 by the County Clerk of Placer County. On December 11, 2003, the City of Roseville Planning Commission approved Major Project Permits (MPP 03-02 and MPP 03-03) and a Conditional Use Permit (CUP 03-05) for the South Placer Justice Center project. The environmental documents include the impacts associated with construction of this project.

FISCAL IMPACT: As identified in the 10-Year Capital Project Financing Plan, the total project cost of Phase I of the South Placer Adult Detention Facility is estimated to be \$75 million, based upon a \$58-\$60 million construction cost. There is sufficient funding appropriated in the Capital Project Fund project account for the Vanir contract. Staff plans to return to your Board late in 2008 to present recommendations for the scope of the project and to seek approval to proceed with the next steps in the D-B delivery process.

JD:MD:JS:RU

Cc: COUNTY EXECUTIVE OFFICE
PROCUREMENT SERVICES
SHERIFF CORONER MARSHALL

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Contract No.: _____

Administering Agency: County of Placer/Department of Facility Services

Contract Description: South Placer Adult Correctional Facility
Construction Management Services

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 **Vanir Construction Management, 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 **Four Hundred Fifty Thousand and no/100 Dollars (\$450,000.00)** 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: Dennis Salter, Sr. Architect
Capital Improvement Division
11476 "C" Avenue
Auburn, CA 95603
Phone: 530-886-4981
Fax: 530-889-6863

CONSULTANT: Vanir Construction Management, Inc.
Attn: Mansour Aliabadi, President
980 Ninth Street, Suite 900
Sacramento, CA 95814
Phone: 916-231-5203
Fax: 916-448-6548

REMIT TO CONSULTANT:
Vanir Construction Management, Inc.
Attn: Mansour Aliabadi, President
980 Ninth Street, Suite 900
Sacramento, CA 95814
Phone: 916-444-3700
Fax: 916-448-6548

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: _____ Date: _____
Chairman, Placer County Board of Supervisors

Vanir Construction Management, Inc., CONSULTANT

By: _____ Date: _____
Mansour Aliabadi
President

By: _____ Date: _____
Alex Leon
Chief Financial Officer

Approved as to Form

Approved as to Funds

By: _____
Placer County Counsel

By: _____
Placer County Auditor

8. Exhibits:

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 A
SCOPE OF SERVICES**

The scope of services shall consist of but not be necessarily limited to the following:

Phase 1 Project Management Pre-Design Phase Services

1.0 General Services:

This task set includes reviewing existing project documentation; developing the preliminary project Budget/Cost Model and Master Schedule; preparing a Project Procedures Manual defining project processes and protocols; conducting D/B Educational Sessions for the Board of Supervisors, CEO, County Council, Risk Management and Procurement; delineating a detailed description of the D/B Methodology to be implemented and attending Progress Meetings during the project planning process.

2.0 Request for Qualifications (RFQ) for D/B Entities:

The Consultant will prepare a project description and selection criteria necessary to pre-qualifying D/B Entities for solicitation of project proposals. The Consultant will also assist the County in reviewing, evaluating and selecting a roster of Qualified D/B Entities.

3.0 Request For Proposals (RFP) from Pre-qualified D/B Entities:

In preparation for completion of tasks in this section, the Consultant will review the Architectural Space Program and any other pertinent project documentation. The Consultant will prepare the various Proposal and Contract requirements, Design Guidelines, Performance Criteria, and relevant Concept Drawings for the Project RFP. The Consultant will evaluate the D/B Proposals and assist in the selection and recommendation of a D/B Entity. The Consultant will support the County during negotiation of the D/B Contract with the selected D/B Entity.

4.0 Reimbursables:

This section identifies a not-to-exceed allowance for general reimbursable expenses such as postage, mileage and reproduction and printing costs.

5.0 Specialty Consultants:

This section anticipates the need to acquire the assistance of specialty consultants in the development of the Design Guidelines and Performance Criteria for D/B RFP. These services may include but not be necessarily limited to surveying and engineering, soils testing, security specialties, and food and laundry services consultants. Cost is based on a not to exceed allowance. Submittal and approval of scope of work and cost proposals is necessary prior to pursuing any work under this section.

6.0 Additional Services:

This section establishes an allowance for additional services on an as-needed basis. Submittal and approval of a scope of work and cost proposal is necessary prior to pursuing any Additional Services under this section.

Phase 2 Project Management (To be determined after further project definition)

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.

Consultant agrees to complete all work described above not later than 30 June 2009.

**EXHIBIT B
PAYMENT FOR SERVICES RENDERED**

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

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

The 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; 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. This contract allows for Additional Services as necessary on the prior written approval from the Placer County Director of Facility Services. However, the total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed Four Hundred Fifty Thousand and no/100 Dollars (\$450,000.00).

| | | |
|-----|--|---------------------|
| 1.0 | General Services | \$67,240.00 |
| 2.0 | RFQ for D/B Entities | \$17,380.00 |
| 3.0 | RFP from Pre-qualified D/B Entities | \$287,740.00 |
| 4.0 | Reimbursables (Allowance) | \$15,000.00 |
| 5.0 | Specialty Consultants (Allowance) | \$30,000.00 |
| 6.0 | <u>Additional Services (Allowance)</u> | <u>\$32,640.00</u> |
| | Total: | \$450,000.00 |

**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. *Placer County Correction Needs Assessment and Master Plan*, and *South Placer Adult Detention Space Program*, Jay Farbstein and Associates, when completed by the consultant.
3. Site specific investigatory reports in the possession of the County including previous soils and hazardous materials investigations.
4. Site master planning and Conditions of Approval approved by the City of Roseville.
5. *Phase I Site Improvement Plans* currently being constructed and associated as-built documents as they become available.
6. Other pertinent documents and information as it becomes available.
7. 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. **Insurance.** Consultant shall file with County a Certificate of Insurance, with companies acceptable to County, with a Best's Rating of no less than A:VII showing the following coverage:
 - A. **Workers' Compensation and Employers' Liability Insurance**
 - 1) Workers' Compensation Insurance shall be provided, as required, by any applicable law or regulation. Employers' liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, one million dollars (\$1,000,000) each employee for bodily injury by disease.
 - 2) If there is an exposure of injury to Consultant's employees under the U.S. Longshoremen and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
 - 3) Each Workers' Compensation policy shall be endorsed with the following specific language:

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

B. General Liability Insurance

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

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

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

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

D. Automobile Liability Insurance

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

E. Professional Liability Insurance (Errors & Omissions)

- 1) Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000).

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 \$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.

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

Consultant. The claims covered by this Paragraph 5 include, without limitation, any claims brought by private person(s) and/or governmental agency(ies) relating in any way to alleged California Labor Code violations or alleged violation of prevailing wage laws, and/or any other employment-related laws. Consultant's obligation shall include the duty to defend County as set forth in California Civil Code Section 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 the County from liability for damages or injuries to third persons or property arising from Consultant's negligence, recklessness, or willful misconduct pursuant to this contract or agreement. As used above, the term "County" means the Placer County, or its officers, agents, employees and volunteers.

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

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

8. **Personnel.**

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

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

10. Termination.

A. In the event County, in its sole discretion, deems it in the best interests of the public, County shall have the right to terminate this Agreement at any time without cause by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:

- 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.
- 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy that County may have in law or equity.

B. Consultant may terminate its services under this Agreement only upon good cause or upon the mutual agreement of the County, and shall provide thirty (30) working days advance written notice to the County of any such intent to terminate.

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

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

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

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

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

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

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

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

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

20. **No Third Party Beneficiaries:** This Agreement is intended solely for the benefit of The County Of Placer and Consultant. There are no intended or incidental third party beneficiaries of this Agreement. All such third party beneficiary rights, whether express or implied, are hereby disclaimed.