

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

To: **BOARD OF SUPERVISORS**

Date: **MARCH 24, 2009**

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

Subject: **HAZARDOUS MATERIALS ABATEMENT AND DEMOLITION OF BUILDINGS 213 - 217 AT THE PLACER COUNTY GOVERNMENT CENTER, PROJECT NO. 4810**

ACTION REQUESTED / RECOMMENDATION: 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 Building 213 – 217, Project No. 4810, at the Placer County Dewitt Government Center (PCGC) and authorize the Chairman of the Board to execute the attached Agreement in an amount not-to-exceed \$98,000.

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 213 through 217 have recently become vacant and are part of the phased demolition plan. In addition to buildings 213 – 217, Entek will also provide pre-demolition services for buildings 27, 27G and 207A, which are not yet vacant but are within the phased demolition plans at the PCGC.

Entek has provided services for asbestos and lead paint testing, prepared specifications and provided project management services for the Bell Gardens and Sheriff's Demolition projects, and is uniquely qualified to assist staff with the demolition of the 200 ramp. 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 preparation 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 Building 213 – 217, Project No. 4810, it is requested that your Board approve the attached Agreement with Entek, in an amount not-to-exceed \$98,000.

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.

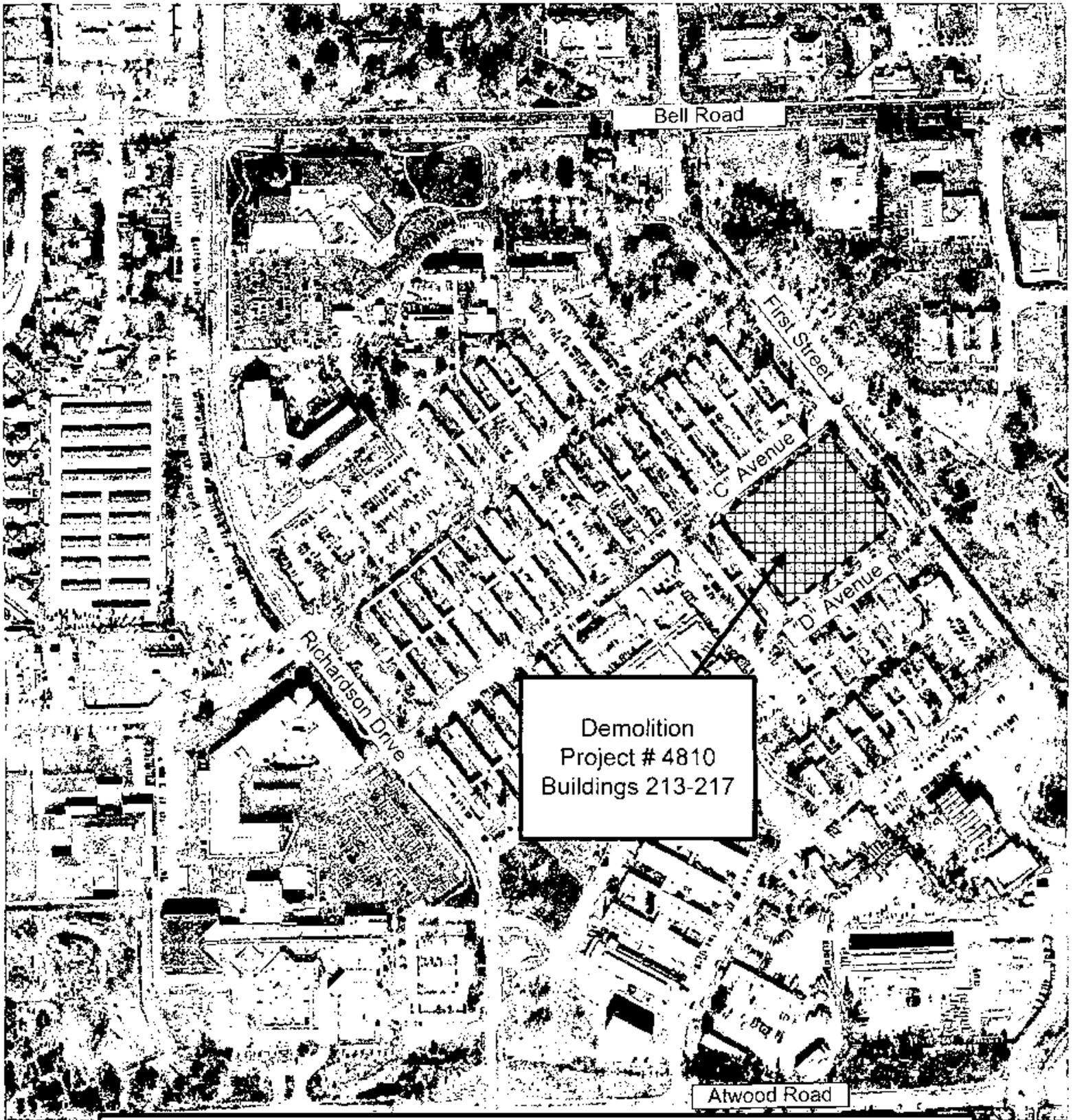
FISCAL IMPACT: The total contract cost for the consultant's hazardous materials abatement survey and project management services for this project is \$98,000. There are sufficient funds appropriated in the project account in the Capital Projects Fund.

ATTACHMENT: AGREEMENT

JD:JS:RU:HB:SR

CC: COUNTY EXECUTIVE OFFICE

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Demolition
Project # 4810
Buildings 213-217

Placer County Government Center
Auburn, CA
Project #4810 - Buildings 213-217

Contract No.: _____

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

Contract Description: Demolition Services for Dewitt Buildings 27, 27G, 207A, 213, 214, 215, 216, 217 & Minor Out Buildings, Project No. 4810

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 Eight Thousand Dollars (\$98,000.00)** 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: Hope Bostic, Project Manager
11476 "C" Avenue
Auburn, CA 95603
Phone: 530-886-4928
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: 3-3-09

By: Terrl Busch
Terrl Busch, CFO

Date: 3-3-09

Approved as to Form

By: _____
Placer County Counsel

Approved as to Funds

By: [Signature]
Placer County Auditor

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

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 27, 27G, 207A, 213, 214, 215, 216A, 217, out buildings and connecting corridors at the DeWitt Government Center, Auburn, CA.

The abatement specifications are for the demolition of the above mentioned buildings involved in this project.

Services to be provided include:

1. Conduct an asbestos inspection in accordance with the U.S. EPA NESHAP requirements for a pre-demolition inspection. This inspection will include an estimated 300 bulk samples of materials collected and analyzed by PLM and 25 samples analyzed by the 400 Point Count Method by PLM for waste classification.
2. Conduct an inspection for lead in paint in accordance with Cal/OSHA Title 8 Section 1532.1 Lead in Construction. This inspection will include evaluation of the interior and exterior building surfaces using a direct reading lead analyzer and XRF technology.
3. 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. This includes 3 bulk samples analyzed for lead by TTLC for each of the seven buildings (213 A&B constituting one building for example) for a total of 21 analysis by TTLC. Similarly, there will be 21 bulk samples analyzed for lead STLC for waste classification (3 for each building). This approach will allow the County and the successful contractor to address possible recycle options.
4. Provide a written report of findings including written specifications for asbestos, lead and other hazardous material for bidding purposes based on items listed above.
5. Participation in the pre-bid estimate of probable demolition cost, a job walk with Placer County and contractors, assistance in the review of the bids, participation in the pre-construction conference review of job submittals related to asbestos, lead and other hazardous materials and a final project close-out report following abatement and demolition.

6. Provide project management oversight during the actual asbestos removal and eventual demolition of buildings 207A, 213, 214, 215, 216 and 217 by the asbestos/hazardous materials contractor. Asbestos Project Management will include the following services:
- Onsite Certified Asbestos Consultant (CAC) to oversee the asbestos contractor.
 - Assistance in decisions needed regarding abatement techniques.
 - Coordination between Placer County and the Demolition Contractor, including meetings as needed.
 - Written progress reports to Placer County during the abatement and demolition process.
 - Air sampling during the course of asbestos abatement.
 - Visual inspections of work areas during abatement and final visual inspections at the end of abatement to assure contractor completion of work specified in contract documents.
 - Enforcement of abatement specifications.
 - Support by Senior Project Manager during the course of the project.
 - Final closeout of project with written report to Placer County, inclusive of all daily logs, visual inspection records, contractor records of worker training, medical records and respirator fit test, etc.

The asbestos and lead inspection including the mass balance evaluation for lead waste will be conducted by a team of two Cal/OSHA Certified Asbestos Consultant's (CAC's) who are also California Department of Public Health (CDPH) certified Lead Assessors/Inspectors.

No final clearance air samples are recommended nor will they be collected on this project, since the buildings are slated for demolition. Final visual inspections of the work area will be conducted by Entek staff as the final method of acceptance of abatement. The final visual inspection will include the project site after the buildings have been demolished and are removed from the site, leaving bared earth to grade.

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 in a timely manner.

**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/on Exhibit B-1; provided, however, upon written request of the Consultant and with written approval of the Placer County Director of Facility Services, the County may adjust the amount to be paid for any task if the County deems it necessary and appropriate. However, the total amount payable for all services provided under this Agreement, including additional services, shall not exceed **Ninety Eight Thousand Dollars and no/100 Dollars (\$98,000.00)**.

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 Thirteen Thousand Four Hundred Fifty Three Dollars (\$13,453.00).

DEMOLITION PROJECT MANGEMENT COSTS

CONDITIONS:

- Includes Mass Balance Samples including three samples for each building (7 Buildings) with analysis by TTLC and STLC for lead, for a total of 21 analysis by both methods. For the pre-demolition and bidding portion of this contract.
- Project management during abatement and demolition 14 weeks of demolition work and supervision.

PRE DEMOLITION & BID

Service Provided	# Man Days	Cost/man day	# of Samples	\$/Sample	#	Totals
Onsite Asbestos, Lead, Other Haz. Mat. Inspection	21	704				14,784
Prep and Report	4	704				2,816
Tech Support	1.5	624				936
Meetings, Addenda, SOW	4	704				2,816
					Subtotal	21,352
Asbestos Bulk (PLM)	1		300	24		7,200
Lead XRF	1		1	250		250
Mass Balance* (TTLC)			21	50	1	1,050
400 Point Counts			25	55		1,375
					Lab Subtotal	14,075
					Total	35,427

PROJECT MANAGEMENT DURING DEMOLITION

Service Provided	# Man Days	Cost/man day	# of Samples/day	\$/Sample	#	Totals
Onsite APM	70	624				43,680
Sr. Proj. Manager	3	704				2,112
Final Close-out	2	704				1,408
					APM Subtotal	47,200
Area Sampling (PCM)	40		2	24		1,920
Area Sampling (TEM)						0
Lead Bulks						0
Asbestos Bulks						0
Point Counting						0
					Lab Subtotal	1920
					Total	\$49,120

TOTAL FOR PRE DEMOLITION & DEMOLITION \$84,547
ADDITIONAL SERVICES \$13,453

TOTAL INCLUDING ADDITIONAL SERVICES \$98,000

EXHIBIT B-1

Entek Consulting Group, Inc. Fee Schedule January 1, 2009

Professional Consultation, CIH, CSP	\$ 115.00 per hour
Weekend/Overtime (Over 8 hours/day) Rate	\$ 125.00 per hour
Holiday Rate*	\$ 150.00 per hour
Senior Consultant	
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	
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	\$ 48.00 per hour
Expert Witness (CIH/CSP)	
File Review and Investigations	\$ 175.00 per hour
Trial and Deposition	\$ 250.00 per hour

LABORATORY FEES

Phase Contrast Microscopy (PCM)	\$ 24.00 per sample
After Hours or Weekend/Night Rate (\$450.00 minimum)	\$ 45.00 per sample
Polarized Light Microscopy (PLM)	\$ 24.00 per sample
After Hours or Weekend/Night Rate (\$450.00 minimum)	\$ 50.00 per sample
Polarized Light Microscopy (PLM) With Point Counting	
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)	

Viable 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 Prices quoted on a per project basis.

**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. 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 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 certifies 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 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) Each Workers' Compensation policy or certificate 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."

3) 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, except professional services, covering bodily injury liability and property damage liability for the limits of liability indicated below and

including coverage for contractual liability insuring the obligations assumed by Consultant in this Agreement.

- 2) One of the following forms is required:
 - a) Comprehensive General Liability;
 - b) Commercial General Liability (Occurrence); or
 - c) Commercial General Liability (Claims Made).
- 3) If Consultant carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
 - a) One million dollars (\$1,000,000) each occurrence;
 - b) One million dollars (\$1,000,000) aggregate.
- 4) If Consultant carries a Commercial General Liability (Occurrence) policy:
 - a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.
 - b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately to this contract, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- 5) Special Claims Made Policy Form Provisions: Consultant shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:
 - a) The limits of liability shall not be less than:
 - i) One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage);
 - ii) One million dollars (\$1,000,000) aggregate for Products-Completed Operations;
 - iii) One million dollars (\$1,000,000) General Aggregate.
 - b) The insurance coverage provided by Consultant shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage

for the hold harmless provisions herein if the policy is a claims made policy.

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

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

D. Automobile Liability Insurance

- 1) Automobile Liability insurance shall be provided covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 2) Covered vehicles shall include owned, if any, 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 \$1,000,000.00.

5. Indemnity. Consultant hereby agrees to protect, defend, indemnify, and hold the County free and harmless from any and all losses, liabilities or damages, claims and liens, of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the County, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character to the extent caused by consultant's negligent performance, recklessness, or willful misconduct. The claims covered by this Paragraph 5 include, without limitation, any claims brought by private person(s) and/or governmental agency(ies) relating in any way to alleged California Labor Code violations or alleged violation of prevailing wage laws, and/or any other employment-related laws. Consultant's obligation shall include the duty to defend County as set forth in California Civil Code Section 2782.8. This provision is not intended to create any cause of action in favor of any third party against Consultant or the County or to enlarge, in any way, the Consultant's liability; but is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from Consultant's negligence, recklessness, or willful misconduct pursuant to this agreement. As used above, the term "County" means the Placer County, or its officers, agents, employees and volunteers.

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

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

8. **Personnel.**

A. Consultant certifies 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 work 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 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

- 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.

**EXHIBIT E
CONFIDENTIAL**

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

Administering Agency: Placer County/Facility Services/Capital Improvements

Contract Description: Demolition Services for Dewitt Buildings 27, 27G, 207A, 213, 214, 215,
216, 217 & Minor Out Buildings, Project No. 4810

CONSULTANT: Entek Consulting Group, a California Corporation

FEDERAL TAX ID # (insert tax payer ID number)

