

# ORIGINAL

## AGREEMENT FOR SERVICES #165-S1511

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**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Capital Engineering Consultants, Inc., a California Corporation duly qualified to conduct business in the State of California, whose principal place of business is 11020 Sun Center Drive, Suite 100, Rancho Cordova, California 95670 (hereinafter referred to as "Consultant").

### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a Consultant to provide engineering services for the walk-in refrigerator/freezer replacement in the main kitchen, electrical systems upgrade, and mechanical systems upgrade projects at the Placerville Jail for the County of El Dorado's Facilities Division; and

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Consultant is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Consultants as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Consultant mutually agree as follows:

#### ARTICLE I

**Scope of Services:** Consultant agrees to furnish personnel, materials, equipment and services necessary to perform the following design, design engineering services, construction administration services, and other project delivery support services necessary to perform the tasks outlined below (hereafter the "Work"):

##### Task 1: Preliminary Plans

Consultant shall perform a mechanical load and capacity analysis and determine space allotments for mechanical equipment; prepare diagrammatic plans encompassing building plumbing, heating,

ventilating and air conditioning systems, and fire sprinkler system design for County review and approval.

Task 2: Construction Documents

Consultant shall prepare drawings and technical specifications for mechanical systems and components as outlined under the preliminary plans for permit. Consultant will also provide a baseline study and coordinate with the County and the Sierra Business Council and PG&E for the purpose of determining any rebate potential for the proposed projects.

Task 3: Bidding/Contract Award

Consultant shall prepare mechanical addenda and clarification documents, interpret mechanical drawings and specifications where required to clarify the intent of construction documents.

Task 4: Construction Administration

Consultant shall review shop drawings and submittal data for general compliance with mechanical contract documents, respond to requests for information, prepare change order documents as required to meet existing job conditions, and provide periodic site visits during the course of construction and project closeout. Consultant shall also review mechanical drawings produced by the project subconsultant.

Seismic Anchorage and Restraint Systems - Pre-approved restraint systems are assumed as the predominance of the piping and ductwork support systems. Any deviations from the pre-approved systems or specialty restraints and anchors for equipment or piping will require structural calculations and associated documentation. Consultant will not assume the responsibility for the calculations but will provide the drawing documentation based on mark-ups provided by the Structural Engineer of record.

Equipment Attachment - Consultant will not assume the responsibility for the equipment attachment calculations but will coordinate and provide the drawing documentation based on mark-ups provided by the Structural Engineer of record.

Consultant shall perform the tasks outlined above in support of and in accordance with the specifications for the following projects:

A. Walk-in Refrigerator / Freezer Replacement in Main Kitchen Engineering Services

Consultant shall provide design services regarding the removal and replacement of the two existing walk-in refrigerators and one existing freezer, including all refrigeration. Services shall include design, specification, drawings and construction administration.

Upon County's approval of the design, consultant shall prepare all necessary documents, including working drawings and specifications setting forth in detail work to be done. Documents will specify materials, workmanship, finishes and required foodservice equipment to be used on the project. Drawings will include mechanical, electrical and plumbing point of connection load requirements only.

Construction Administration services shall include preparation and delivery of contract documents for the County and architect with the required number of copies for distribution; assisting in obtaining bids from contractors as requested by County; reviewing all submittal drawings and equipment brochure booklets prepared by the kitchen equipment contractor for compliance with the design and specifications; project closeout including performing a site visit and preparing a punch list of any deficiencies for correction prior to final acceptance of the Project by the County.

B. Electrical Systems Upgrade Engineering Services

The Consultant shall provide engineering services as related to the electrical system upgrades in accordance with the assessment of the El Dorado Main Jail Building in Placerville, California for the following projects:

1. Electrical Sub-Project E1: Emergency Generator
  - a. Replace emergency generator
  - b. Replace indicator lights on ATS's
2. Electrical Sub-Project E2: Lighting & Lighting Controls
  - a. Replace fluorescent lamps with extra-long life tube bulbs or light-emitting diode (LED) tube bulb replacements
  - b. Replace compact fluorescent down-lights with LED down-lights
  - c. Replace day room high pressure sodium (HPS) light fixtures with LED fixtures
  - d. Replace exterior HPS light fixtures with LED fixtures
  - e. Add occupancy sensors wherever feasible
3. Electrical Sub-Project E3: Telecommunications
  - a. Upgrade horizontal cabling to CAT 6 or CAT 6A
  - b. Add wire management
  - c. Relocate IDF Rack
4. Electrical Sub-Project E4: Fire Alarm
  - a. Replace fire alarm control panel
5. Electrical Sub-Project E5: Mechanical system upgrades
  - a. Provide electrical connections to new/replaced mechanical equipment

C. Mechanical Systems Upgrade Engineering Services

The Consultant shall provide engineering services as related to the mechanical system upgrades in accordance with the assessment of the El Dorado Mail Jail Building in Placerville, California for the following projects:

1. Replace Chiller and Boiler
2. Replace grilles, upgrade exhaust, duct pressure testing, clean ductwork in inmate housing
3. Replace Air Conditioner (AC) - 1, 2
4. Replace Makeup Air Unit (MAU) - 1, 2

5. Re-zoning of administration area, add split AC to electrical
6. Controls Upgrade
7. Convert Fire Sprinkler system to double-interlock
8. Inmate plumbing fixture upgrade

Upon full execution of this Agreement, the Contract Administrator will issue a single written Notice to Proceed for the tasks and services to be provided under this Agreement. Consultant shall not commence work on any of the tasks or services until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed. The schedule for tasks and services shall be mutually agreed upon by the Contract Administrator and Consultant.

## **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire three (3) years from the date of the initial Notice to Proceed.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including all deliverables described in the notice to proceed issued pursuant to this Agreement, and including any progress reports requested through Article V, Progress Reports, below, County agrees to pay Consultant monthly in arrears based upon percentage of completion of the Work as follows:

- Task 1: Preliminary Plan – 33%
- Task 2: Construction Document – 45%
- Task 3: Bidding/Contract Award – 6%
- Task 4: Construction Administration – 16%

Contract Administrator shall have authority to reallocate costs among the tasks listed provided the total amount of the agreement as stated below is not exceeded. Such approval shall be in writing.

Payment shall be based on the compensation amount specified below and shall be made within forty-five (45) days following County receipt and approval of itemized invoices and progress reports detailing services rendered.

The total amount of this Agreement, inclusive of all costs and inclusive of all work of subconsultants and expenses, shall not exceed the fixed price amount of \$195,000.00. Itemized invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or backup documentation.

Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Facilities Management

3000 Fairlane Court, Suite 1  
Placerville, California 95667  
Attn.: Russell Fackrell, Facilities Manager

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in Article XV, Default, Termination, and Cancellation herein.

#### **ARTICLE IV**

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE V**

**Progress Reports:** At the request of County, Consultant shall submit written progress reports to the Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. The reports shall be sufficiently detailed for the Contract Administrator to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed.

County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by the Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by the Contract Administrator. Progress reports shall include the total number of hours worked by Consultant and any authorized subconsultants and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables proposed for the subsequent reporting period.

#### **ARTICLE VI**

**Engineering License:** The Consultant hereby warrants and represents that Consultant and any and all subconsultants employed under this Agreement are duly certified or licensed in good standing to practice Engineering or perform the services contemplated under this Agreement as required by the State of California, and that said certificates and licenses will remain in good standing throughout the term of this Agreement. The Consultant agrees to provide professional services that reflect the standards of professional care.

## **ARTICLE VII**

**Ownership of Rights:** County and Consultant hereby expressly agree that all plans, details, and calculations produced by Consultant, its agents, representatives, employees, or subconsultants, shall be considered a “work made for hire” within the meaning of 17 USC Sec. 101. County shall have sole ownership of all rights, for all purposes, in each completed work, and unused portions thereof, including the copyrights.

## **ARTICLE VIII**

**Confidentiality of Data:** All data and information relative to the County operations, which is designated confidential by the County and made available to the Consultant in order to carry out this Agreement shall be protected by the Consultant from unauthorized use and disclosure.

Permission, granted by the County, to disclose information on one occasion or at public hearing held by the County relating to the Agreement shall not authorize the Consultant to further disclose such information or disseminate the same on any other occasions.

The Consultant shall not comment publicly to the press or any media regarding this Agreement or the County’s actions on the same, except to the County’s staff, Consultant’s own personnel involved in the performance of this Agreement, at public hearings or in response to questions from the Board of Supervisors.

The Consultant shall not issue any news release or public relations item of any nature whatsoever regarding services performed or to be performed under this Agreement without prior review of the contents thereof by the County and receipt of the County’s written permission.

## **ARTICLE IX**

**Consultant’s Project Manager:** Consultant designates John Lionakis as its Project Manager for this Agreement. Consultant’s Project Manager, or County-approved designee, shall be accessible to County’s Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant’s Project Manager shall be responsible for all matters related to Consultant’s personnel, operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required pursuant to this Agreement; (2) reviewing, monitoring, training and directing Consultant’s personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

## **ARTICLE X**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## **ARTICLE XI**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

## **ARTICLE XII**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Authorized subconsultant is The Engineering Enterprise. Any additional subconsultants shall be approved by the Contract Administrator in writing prior to the start of any services.

By appropriate agreement, Consultant shall require each subconsultant, to the extent of the work performed by each subconsultant, to be bound to Consultant by the terms of this Agreement, and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward the County.

## **ARTICLE XII**

**Independent Consultant/Liability:** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subconsultant, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

## **ARTICLE XIV**

**Audit by California State Auditor:** Consultant acknowledges that if total compensation under this agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the contract, all books, records and documentation necessary to demonstrate performance under the Agreement.

## **ARTICLE XII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE XV**

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.



- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement or any Work Order in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the not to exceed amount of the Work Order the total amount of this Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

**ARTICLE XVI**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
Chief Administrative Office  
Facilities Division  
3000 Fairlane Court, Suite 100  
Placerville, CA 95667  
ATTN: Russell Fackrell, Facilities Manager

or to such other location as the County directs.

with a carbon copy to

COUNTY OF EL DORADO  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Terri Daly, Purchasing Agent

Notices to Consultant shall be addressed as follows:

CAPITAL ENGINEERING CONSULTANTS, INC.  
11020 Sun Center Drive, No. 100  
Rancho Cordova, CA 95670  
ATTN: John Lionakis, Vice President

or to such other location as the Consultant directs.

**ARTICLE XVII**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing pursuant to the provisions contained in this Agreement under the Article titled "Notice to Parties". Said notice shall become part of this Agreement upon acknowledgment in writing by the County Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**ARTICLE XVIII**

**Indemnity:** To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, consultant and subconsultant. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

**ARTICLE XIX**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant, and is performing professional services under this Agreement, professional liability is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Manager as evidence that the insurance required above is being maintained.

- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

**ARTICLE XX**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**ARTICLE XXI**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

**ARTICLE XXII**

**California Residency (Form 590):** If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a corporation, certifying that it has a permanent place of business in California. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

**ARTICLE XXIII**

**Nonresident Withholding:** If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

**ARTICLE XXIV**

**Taxpayer Identification Number (Form W-9):** All independent Consultants or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

**ARTICLE XXV**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

**ARTICLE XXVI**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

**ARTICLE XXVII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXVIII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXIX**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

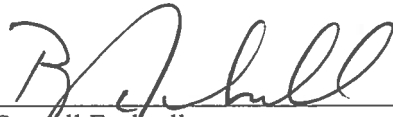
**ARTICLE XXX**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this agreement.

**ARTICLE XXXI**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.


**Requesting Contract Administrator Concurrence:**

By:   
Russell Fackrell  
Facilities Manager  
Department

Dated: 8/28/14

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

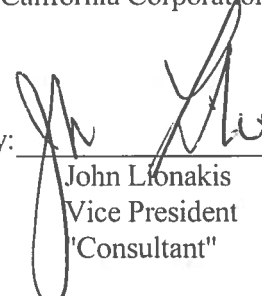
**-- COUNTY OF EL DORADO --**

By:   
Terri Daly, Purchasing Agent  
Chief Administrative Office  
"County"


Dated: 8/29/14

**-- CONSULTANT --**

**CAPITAL ENGINEERING CONSULTANTS, INC.**  
A California Corporation

By:   
John Lionakis  
Vice President  
"Consultant"

Dated: 8-27-2014

By:   
Corporate Secretary

Dated: 8-25-14