

Stafford-King-Wiese Architects
Project Planning, Design & Construction Administration for
Headington Road Vehicle and Equipment Wash Facility Project

AGREEMENT FOR SERVICES # AGMT 07-1588
Amendment I

THIS AMENDMENT I to that Agreement for Services # AGMT 07-1588 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and William A. Reid, individually and doing business as William A. Reid, AIA, Architects; which Agreement has subsequently been assigned to and assumed by Stafford-King-Wiese Architects, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 622 20th Street, Sacramento, California 95811 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide architectural, engineering and construction administration services for the Department of Transportation's Headington Road Vehicle and Equipment Wash Facility Project pursuant to Agreement for Services # AGMT 07-1588 and Assignment, Assumption and Consent Agreement #AGMT 08-1733, both of which Agreements are incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 07-1588 to change the name of Consultant's Project Manager, amending **ARTICLE VIII Consultant's Project Manager**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 07-1588 to change Consultant's notices recipient and address, amending **ARTICLE XVI Notice to Parties**;

NOW, THEREFORE, County and Consultant mutually agree to amend the terms of the Agreement in this Amendment I to Agreement for Services # AGMT 07-1588, to read as follows:

ARTICLE VIII

Consultant's Project Manager: Consultant designates Kelly Reynolds, AIA, Principal in Charge of Civic Sector, 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 work and to prepare the deliverables required by the Items of Work or Task Orders; and (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein.

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 in duplicate and addressed as follows:

To County:

With a Copy to:

County of El Dorado
Department Of Transportation
2441 Headington Road
Placerville, California 95667

County of El Dorado
Department Of Transportation
2850 Fairlane Court
Placerville, California 95667
Placerville, California 95667

Attn. Tom Celio,
Deputy Director of
Maintenance and Operations

Attn Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:


Stafford-King-Wiese Architects
622 20th Street
Sacramento, California 95811

Attn. Pat Derickson, President

or to such other location as Consultant directs.


Except as herein amended, all other parts and sections of Agreement for Services # AGMT 07-1588 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: 
Tom Celio
Deputy Director of Maintenance
and Operations
Department of Transportation

Dated: 6/25/08

Requesting Department Concurrence:

By: 
Richard W. Shepard, P.E.
Director of Transportation

Dated: 6/19/08

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement for Services # AGMT 07-1588 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- STAFFORD-KING-WIESE ARCHITECTS --

By: _____
Pat Derickson
President
"Consultant"

Dated _____

By: _____
Corporate Secretary

Dated:

**ASSIGNMENT, ASSUMPTION AND CONSENT
OF
AGREEMENT FOR SERVICES #AGMT 07-1588**

This Assignment, Assumption and Consent to that Agreement for Services #AGMT 07-1588, made and entered into by and among the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"); William A. Reid, individually and doing business as William A. Reid, AIA, Architects, a sole proprietorship duly qualified to conduct business in the State of California, whose principal place of business is 900 J Street, Fourth Floor, Sacramento, California 95814 (hereinafter "Reid"); and Stafford-King-Wiese Architects, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 622 20th Street, Sacramento, California 95811 (hereinafter referred to as "Stafford");

RECITALS

WHEREAS, Reid has been engaged by County to provide architectural and engineering services to design and facilitate the construction of the Department of Transportation's Headington Road Vehicle and Equipment Wash Facility Project located at 2441 Headington Road, Placerville, California (hereinafter referred to as the "Project") in accordance with Agreement for Services #AGMT 07-1588, dated December 4, 2007, incorporated herein and made by reference a part hereof; and

WHEREAS, Reid is ceasing to do business as a sole proprietor and has accepted employment with Stafford, and Reid has requested that County accept an assignment of Agreement for Services #AGMT 07-1588 to Stafford in order for Stafford to complete work under the Agreement; and

WHEREAS, Reid will remain liable for all obligations, covenants, and conditions, and/or liabilities for services performed prior to the effective date of County's consent to this Assignment Assumption and Consent (hereinafter referred to as the "Effective Date") under the terms and conditions of Agreement for Services #AGMT 07-1588, and all existing indemnity and insurance obligations of Reid will remain in full force and effect for services performed prior to the Effective Date; and

WHEREAS, Stafford has agreed to the assignment and will assume all Reid's duties, responsibilities and obligations under the terms and conditions of Agreement for Services #AGMT 07-1588 on the Effective Date;

NOW, THEREFORE, the parties agree as follows:

1. As of the Effective Date, Reid hereby irrevocably assigns, conveys and transfers, to the extent assignable all of Reid's right, title and interest in, to and under the subject Agreement to Stafford.
2. As of the Effective Date, Stafford hereby accepts the assignment and transfer of such rights and interests under the Agreement for Services #AGMT 07-1588 and assumes all duties, covenants and obligations of Reid under this Agreement to perform all remaining services required under Agreement for Services #AGMT 07-1588, in accordance with all terms and conditions as defined in Agreement for Services #AGMT 07-1588.
3. Reid shall remain liable, jointly and severally, for all work performed prior to the Effective Date, and further agrees that all Reid's indemnity and insurance obligations remain in full force and effect for services performed prior to the Effective Date as stated herein above.
4. As of the Effective Date, County hereby acknowledges and consents to the irrevocable assignment of all right, title and interest of Reid to Stafford pursuant to this Assignment, Assumption and Consent Agreement.
5. The County Officer or employee with responsibility for administering this Agreement is Tom Celio, Deputy Director of Maintenance and Operations, Department of Transportation, or successor.

This Assignment, Assumption and Consent Agreement is effective on the date signed by County.

Contract Administrator Concurrence:

By: _____ Dated: _____
 Tom Celio
 Deputy Director of
 Maintenance and Operations
 Department of Transportation

Requesting Department Concurrence:

By: Richard W. Shepard Dated: 6/19/08
 Richard W. Shepard, P.E.
 Director of Transportation

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

**- WILLIAM A. REID, dba WILLIAM A. REID, AIA ARCHITECTS -
A Sole Proprietorship**

By: _____
William A. Reid, individually and
doing business as William A. Reid, AIA
Architects, a Sole Proprietorship
"Assignor"

Dated: _____

**- STAFFORD-KING-WIESE ARCHITECTS -
A California Corporation**

By: _____
Pat Derickson
President
"Assignee"

Dated: _____

By: _____
Corporate Secretary

Dated:

-- COUNTY OF EL DORADO --

By: _____
Board of Supervisors
"County"

Dated: _____

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated:

William A. Reid, dba
William A. Reid, AIA, Architects

Architectural and Engineering Services for the
Headington Road Vehicle and Equipment Wash Facility Project

AGREEMENT FOR SERVICES # AGMT 07-1588

THIS AGREEMENT, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and William A. Reid, individually and doing business as William A. Reid, AIA, Architects, a sole proprietorship duly qualified to conduct business in the State of California, whose principal place of business is 900 J Street, Fourth Floor, Sacramento, California 95814 (hereinafter referred to as "Consultant");

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WHEREAS, County has determined that it is necessary to obtain a consultant to provide architectural and engineering services including project planning, design development, construction documents, construction procurement services and construction administration services for the Department of Transportation's Headington Road Vehicle and Equipment Wash Facility Project; 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 state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

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

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, materials, equipment, subconsultants and services necessary to design and facilitate the construction of the Department of Transportation's Headington Road Vehicle and Equipment Wash Facility Project located at 2441 Headington Road, Placerville, California (hereinafter referred to as the "Project").

The Project includes construction of a two stage vehicle and equipment wash facility enclosed in a structure that will prevent storm water intrusion and will protect equipment; the installation of all wash facility equipment; relocation of an existing oil/water separator

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tank to an underground location; and installation of six inch sewer line from the wash facility to the oil/water separator and to the sewer main, including an allowance for future expansion of the sewer line for the entire facility. The El Dorado Irrigation District has approved the use of an oil/water separator for wash facility water discharged to the sewer.

Stage 1 of the wash facility will include a cold water heavy soils wash area where mud and dirt will be removed with a high volume, low pressure water blaster. Material removed in this stage will be collected in a catch basin to be removed manually and disposed of as non-hazardous waste. Excess water will flow through a series of settling basins designed to allow further separation of water and solids, with the water eventually draining through the Stage 2 water disposal system of the wash facility. This stage of the facility will include plumbing to permit hand washing of vehicles and equipment.

Stage 2 of the wash facility will include a hot water pressure wash where oil, grease and other materials not removed in Stage 1 will be removed by a low volume, high pressure propane heated water blaster. Water and other materials will be collected by means of a grate system in the center of the wash facility. Water will flow to the sewer line through the oil/water separator. A vacuum system with a hepa-filter will be included to remove debris from inside the vehicles and equipment.

Consultant's services under this Agreement shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Base Scope of Work," incorporated herein and made by reference a part hereof.

All of the tasks included in the Base Scope of Work are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration and work performed by any subconsultants for services rendered under this Agreement.

The Contract Administrator shall issue Consultant a separate written Notice to Proceed for items of Work 1 through 6 as identified in the Base Scope of Work, and Consultant shall not commence work on any item of Work until receiving the notice to proceed. Unless otherwise stated in the Notice to Proceed, each written Notice to Proceed shall include the various subtasks listed for each item of Work in Exhibit A.

In addition to the specific services identified herein, this Agreement may also include Optional Tasks. Such Optional Tasks may supplement, expand or otherwise modify the Base Scope of Work or may include, but not be limited to, tasks that are deemed critical by the Contract Administrator to the furtherance of the Project, including items of work necessary to support the construction activities for the Project.

Before proceeding with any work concerning Optional Tasks under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders to be issued in accordance with this Agreement. The specific services for each Optional Task assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the

needs, applicable standards, required deliverables, specific Consultant staff and any task-related mileage budget, if applicable, on a task-by-task basis. Following the meeting, Consultant shall provide the Contract Administrator with a written scope of work for the Optional Task, a schedule including a list of tasks with completion dates and a target completion date for the overall scope of work, and a not-to-exceed cost to complete the work (Task Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work. No payment will be made for any Optional Task work performed prior to approval of the Task Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order.

Consultant shall provide the Contract Administrator with the names and titles of Consultant's representatives that are authorized to bind Consultant by signing Task Orders and Task Order Amendments on Consultant's behalf. Consultant's notification of individuals authorized to execute Task Orders and Task Order Amendments on Consultant's behalf shall be communicated to County in accordance with the provisions of Article XVI, Notice to Parties, of this Agreement.

The period of performance for Task Orders shall be in accordance with dates specified in each Task Order. No payment will be made for any work performed before or after the period of performance in the Task Order, unless County's Contract Administrator and Consultant amend the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Contract amount.

If a submittal is required to be an electronic file, Consultant shall produce the file in Microsoft Word 2003, Microsoft Excel 2003 and other engineering software used for analytical purposes. Newer versions of software may be used if approved by County's Contract Administrator. Failure to submit the requested deliverables in the format required shall be grounds for termination of the Agreement, as provided in Article XV, Default, Termination, and Cancellation, herein.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire on upon the later of County's recordation of the Notice of Completion for Headington Road Vehicle and Equipment Wash Facility Project, or upon resolution of all construction claims, if any, associated with the Project.

ARTICLE III

Compensation for Services: For services provided herein, including all of the deliverables described in the Base Scope of Work or in any individual Task Orders issued for Optional Tasks in accordance with Article I, Scope of Services, and including the progress reports required by Article VI, Progress Reports, below, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Project Budget and Fee Schedule," incorporated herein and made by reference a part hereof.

Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, etc.) will not be reimbursed for any services performed under this Agreement.

The total amount for services to be provided identified in Exhibit A hereto shall not exceed \$96,700, inclusive of all work of subconsultants and expenses.

The total amount payable by County for an individual Task Order issued under the Optional Tasks provision of Article I above, if any, shall not exceed the amount agreed to in the Task Order, unless County's Contract Administrator and Consultant amend the Task Order.

The total amount for all Optional Tasks, if any, which may be assigned pursuant to any Task Orders issued in accordance with this Agreement, shall not exceed \$3,300, inclusive of all work of subconsultants, expenses and Task Orders.

The total amount of this Agreement, including all of the services detailed in Exhibit A and including any Optional Tasks which may be assigned, and inclusive of all costs, all work of subconsultants, expenses and Task Orders, shall not exceed \$100,000.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number both on their faces and on any enclosures or back-up documentation. Consultant shall attach copies of any progress reports required under the provisions of Article VI, Progress Reports, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. 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
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn: Administration Division – Accounts Payable

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables 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 are received, or proceed as set forth in Article XV, Default, Termination, and Cancellation.

ARTICLE IV

Prevailing Wage: County requires Consultant's services on public works project(s) involving local, state and/or federal funds to which prevailing wage requirements may apply. As a consequence, Consultant shall comply with all applicable State and Federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the offices of the District Director of Transportation for the district in which the work is situated. Changes, if any, to the general prevailing wage rates will be available at the same location. The federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Consultant shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and Consultant shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

ARTICLE V

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. There shall be no change in Consultant's Project Manager or subconsultants without prior written approval by County's Contract Administrator.

ARTICLE VI

Progress Reports: Upon issuance of a Notice to Proceed or a Task Order, Consultant shall submit progress reports to the Contract Administrator at intervals that are commensurate with the requirements of the tasks and the items of work being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. 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. Separate detail shall be provided for each ongoing item of Work and Task Order. 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. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being

billed on those invoices.

ARTICLE VII

Licenses: Consultant hereby warrants and represents that Services performed under this Agreement will be performed by architects and engineers licensed to practice in the State of California and that such licenses shall be maintained in good standing throughout the term of this Agreement. Consultant agrees to provide professional services that reflect the highest standards of professional care. If changes in schedule are requested by County or otherwise develop during the course of the Project that would require Consultant to perform with a lesser standard of care in order to meet the schedule, it is solely the responsibility of Consultant to notify County in advance, in writing, that such deviation will be required and to provide County the specific basis for the opinion. Consultant shall not deviate to a lesser standard of care in the absence of an express written authorization by the Contract Administrator. This paragraph shall not be construed to authorize performance by Consultant at a standard of care that is less than that which is required by law or which is expected of architects and engineers practicing under similar circumstances and conditions.

ARTICLE VIII

Consultant's Project Manager: Consultant designates Mike Monson, Architect, 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 individual Notices to Proceed or Task Orders issued including, but not limited to (1) assigning qualified personnel to perform the work and to prepare the deliverables required by the Items of Work or Task Orders; and (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein.

ARTICLE IX

Ownership of Data: Upon completion or earlier termination of all Services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, designs, estimates, compilations and any and all other materials or data produced as part of this Agreement will automatically be vested in County and no further agreement will be necessary to transfer ownership to County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the project.

ARTICLE X

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 the term hereof.

ARTICLE XI

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable State and Federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subcontractors authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Department of Transportation for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Notwithstanding this Article, Consultant is authorized to utilize the specific subcontractors identified in Exhibit A, Base Scope of Work, and the specific subcontractors authorized in individual items of Work or in Task Orders issued pursuant to this Agreement, for the particular tasks, work and deliverables identified therein. An approved Notice to Proceed or Task Order shall be obtained by Consultant prior to a subcontractor commencing any work under this Agreement. At no time shall County be obligated to pay separately for subcontractor services. Consultant shall require each subcontractor, to the extent of the work to be performed by the subcontractor, 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 County.

ARTICLE XIII

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 the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subcontractors, 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 and subcontractors. 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 or subcontractors.

ARTICLE XIV

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, 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 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 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 in 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.

B. Bankruptcy: This Agreement, at the option of 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 in whole or in part upon seven (7) calendar days' written notice by County for any reason. 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 total amount of the contract. 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. 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.

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 in duplicate and addressed as follows:

To County:

County of El Dorado
Department Of Transportation
2441 Headington Road
Placerville, California 95667

Attn.: Tom Celio,
Deputy Director,
Maintenance and Operations

With a Copy to:

County of El Dorado
Department Of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn.: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

William A. Reid, AIA, Architects
900 J Street, Fourth Floor
Sacramento, California 95814

Attn.: William A. Reid, Owner

or to such other location as Consultant directs.

ARTICLE XVII

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, contractors and subcontractors. 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 XVIII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' 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 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein 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 contract, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event 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 contract upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.

H. The certificate of insurance must include the following provisions stating that:

- 1 The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
- 2 The County of El Dorado, its officers, officials, employees, and volunteers

are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies.

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 County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or 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 the 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. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

In addition, Consultant shall ensure that all subconsultants maintain workers' compensation, general liability, automobile liability and professional liability insurance as specified above and shall provide County with proof of same.

ARTICLE XIX

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 the 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 XX

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 XXI

California Residency (Form 590): All independent Consultants providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXII

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

ARTICLE XXIII

Business License: County's Business License Ordinance provides that 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 Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of the County Business License Ordinance prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXIV

California Forum and Law: 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 XXV

Year 2000 Compliance: Consultant agrees that all hardware and software developed, distributed, installed, programmed, or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively

and efficiently operate using a four-digit year.

Upon written notification by County of any hardware or software failure to comply with ISO 9000 date format, Consultant will replace or correct the failing component with compliant hardware or software immediately, at no cost to County.

ARTICLE XXVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Tom Celio, Deputy Director, Maintenance and Operations, Department of Transportation, 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 the obligations set forth herein.


ARTICLE XXVIII

Partial Invalidity: If any provision of the 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

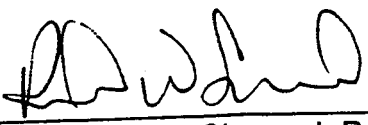
Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

Contract Administrator Concurrence:

By: 
Tom Celio
Deputy Director,
Maintenance and Operations

Dated: 11/30/07

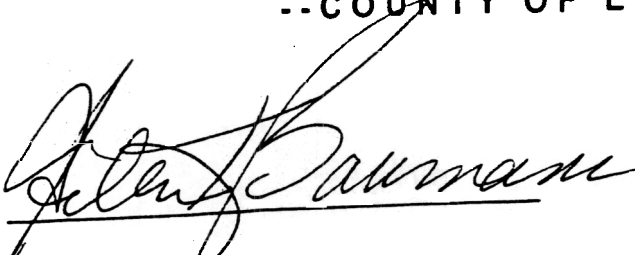
Requesting Department Concurrence:

By: 
Richard W. Shepard, P.E.
Director of Transportation


Dated: 11/27/07

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

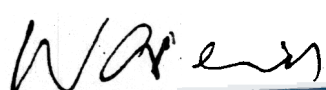
--COUNTY OF EL DORADO--

By:  Dated: 12/4/07
Board of Supervisors
"County"

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By:  Dated: 12/4/07
Deputy Clerk

WILLIAM A. REID, AIA, ARCHITECTS--

By:  Dated: 11/30/2007
William A. Reid, individually and
doing business as
William A. Reid, AIA, Architects
"Consultant"

**William A. Reid, dba
William A. Reid, AIA, Architects**

Exhibit A

Base Scope of Work

Consultant services shall consist of architectural, engineering and related services associated with assessing the feasibility of the Project, providing design services, preparing plans, specifications and cost estimates, preparing bid documents and contract documents, providing construction procurement services, providing construction administration services and performing other related tasks that may be deemed necessary for the completion and acceptance of the Project. Deliverables shall include, but not be limited to, reports and analyses, schematics, design and construction plans, specifications and cost estimates and such other documents or services as more fully described herein.

Consultant shall obtain all required permits and ensure compliance with all federal, state and local regulations related to the design and construction of the Project, but Consultant will not be responsible for permit fees. Consultant will not be responsible for services relating to the investigation and/or removal of hazardous materials. County shall provide a topographic/ boundary survey to be used as the basis for the site plan; special testing services; geotechnical soils report; and equipment specifications. County will perform all demolition of existing buildings and will perform site grading and preparation.

Item of Work 1. Project Planning and Preliminary Design Services

Consultant shall manage Consultant's services and administer the Project. Consultant shall consult with County, research applicable design criteria, attend Project meetings, perform field investigations of the site to become familiar with existing site conditions and communicate with the Contract Administrator regarding its findings. Consultant shall coordinate the services provided by Consultant and Consultant's subconsultants and engineers with those services provided by County and make recommendations to establish the Project schedule and budget and provide scheduling and resource analyses.

Consultant shall analyze the comparative costs and benefits of the available alternative materials, structural, mechanical, enclosure, and other significant building systems, budget and security and shall report to County's Contract Administrator the results of this consideration to determine which, if any, should be incorporated into the Project. Consultant shall coordinate with other Project consultants and regulatory agencies and shall attend and participate in pre-design meetings with County staff and outside agencies.

1.1 Evaluation of Budget and Cost of the Work

When the Project requirements have been sufficiently identified and approved by the Contract Administrator, Consultant shall prepare a preliminary estimate of the Cost of the Work. The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to County of all elements of the Project designed or specified by Consultant, which estimate and design have been previously approved in writing by County. The Cost of the Work shall include the cost of current market rates of labor and materials furnished by County and equipment designed, specified, selected or specially provided for by Consultant,

excluding the costs of management or supervision or installation provided by a separate construction manager or contractor. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the work.

The Cost of the Work does not include the compensation of Consultant and Consultant's subconsultants, the costs of the land, rights-of-way and financing or other costs (except for materials furnished by County, as noted above) that are the responsibility of County.

This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, Consultant shall update and refine the preliminary estimate of the Cost of the Work. Consultant shall advise County of any adjustments to the previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time, Consultant's estimate of the Cost of the Work exceeds County's budget, Consultant shall make appropriate recommendations to County to adjust the Project's size, quality or budget.

Evaluation of County's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by Consultant shall represent Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor County has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions.

Consultant agrees that, if the lowest bona fide bid or negotiated price for the entire scope of Work varies more than ten percent from Consultant's estimate of the Cost of the Work most recently approved by County, County may elect to require Consultant to perform at no cost or expense to County all services necessary to modify the documents to indicate a design that is approved by County and that conforms to the approved Cost of Work.

If bidding or negotiation has not commenced within ninety (90) days after Consultant submits the Construction Documents to County, the budget for the Cost of the Work shall be adjusted by Consultant to reflect changes in the general level of prices in the construction industry.

1.2 Evaluation and Planning Services

Consultant shall provide a preliminary evaluation of the information furnished by County under this Agreement, including County's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. Consultant shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify County of any other information or Consultant services that may be reasonably needed for the Project.

Consultant shall provide a preliminary evaluation of County's site for the Project based on its own investigation of the site and on the information provided by County of site conditions, and County's program, schedule and budget for the Cost of the Work.

Consultant shall review County's proposed method of contracting for construction services and shall notify County of anticipated impacts that such method may have on County's program, financial and time requirements, and the scope of the Project.

Item of Work 2. Schematic Design

Consultant shall provide Schematic Design Documents based upon the most recent County approved program, schedule and estimate for the Cost of Work. The schematic drawings shall establish scaled relationships among the project components and shall include plans, sections, elevations, study models, perspective sketches, schematic diagrams, and narratives of major enclosure, electrical, mechanical, and structural systems, survey of applicable codes, and the value of engineering analysis and reports noted herein. Consultant will report in writing to County any deviations between County-provided information of programs and the design presented.

Item of Work 3. Design Development

Consultant shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Project, establishing Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels. Consultant shall report in writing to the Contract Administrator the nature and magnitude of any deviations between the Design Development Documents presented by Consultant and County-approved design and County-provided information or programs. Consultant shall attend and participate in design meetings and conferences to obtain information and to coordinate or resolve design issues and shall assist in acquiring regional agency approvals.

Item of Work 4. Construction Documents

Consultant shall provide Construction Documents based on the County-approved Design Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings, Plans, Specifications and Estimates that establish in detail the quantity levels of materials and systems required for the Project.

During the development of the Construction Documents, Consultant shall assist County in the development and preparation of: (1) bidding and procurement information which describes the agreement between County and the contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). Consultant shall also compile the Project Manual that includes the Conditions of the Contract for Construction and specifications and shall include bidding specifications and forms.

Consultant shall provide one (1) reproducible set and one (1) electronic set of engineering drawings, plans, contract specifications and estimates for bidding purposes.

Item of Work 5. Construction Procurement Services

Consultant shall assist County in obtaining either competitive bids or negotiated proposals and shall assist County in awarding and preparing contract documents for construction. Consultant

shall assist County in establishing a list of prospective bidders or contractors. Consultant shall assist County in bid validation or proposal evaluation and in the determination of the successful bid or proposal, if any. If requested by County, Consultant shall notify all prospective bidders or contractors of the bid or proposal results.

5.1 Competitive Bidding

Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

Consultant shall consider requirements for substitutions, if permitted by the Bidding Documents, and shall prepare and report to County on a proposed addenda identifying approved substitutions to all prospective bidders.

Consultant shall participate in, at County's direction, a pre-bid conference for prospective bidders.

Consultant shall, at the request of County, prepare responses to questions from prospective bidders and shall provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

Item of Work 6. Construction Administration

6.1 Evaluation of the Work

Consultant, as directed by County, shall visit the construction site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by County and Consultant herein, 1) to become familiar with and to keep County informed about the progress and quality of the portion of the Work completed; 2) to guard County against defects and deficiencies in the Work; and 3) to determine if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Consultant shall neither have control over or charge of, and shall not be responsible for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these will be solely the Contractor's rights and responsibilities under the Contract Documents.

Consultant shall report to County known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor.

Consultant shall at all times have access to the Work whenever it is in preparation or progress.

6.2 Submittals

Consultant shall prepare a list of all anticipated submittals together with a schedule for said submittals. Consultant shall review all submittal and shop drawings for compliance and coordination with the Contract Documents.

6.3 Response to Contractor Requests for Information

Consultant shall prepare, for County's review and approval, responses to Requests for Information (RFI) as submitted by the Contractor during construction.

6.4 Changes in the Work

Consultant shall prepare Change Orders and Construction Change Directives for County's review, approval and execution in accordance with the Contract Documents. If necessary, Consultant shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

Consultant shall analyze written requests by County or the Contractor for changes in the Work, including requests for adjustments to the Contract Sum or Contract Time, and shall report the results of its analysis in writing to County and the Contractor within a reasonable period of time but in no case later than ten (10) business after Consultant's receipt of the request.

If Consultant determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, Consultant shall make a recommendation to County, which may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, Consultant shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of Consultant. With County's approval, Consultant shall incorporate those estimates into a Change Order or other appropriate documentation for County's execution or negotiation with the Contractor.

Consultant shall maintain records relative to changes in the work.

Notwithstanding any of the above, all Changes in the Work together with all the required documentation shall be in coordination with County.

6.5 Project Completion

Consultant shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, and in concert with County, prepare a list of incomplete or unsatisfactory items and a schedule for their completion. Consultant shall receive from the Contractor and forward to County for County's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue to County a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

Consultant's inspection shall be conducted to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

When the Work is found to be substantially complete, Consultant shall inform County regarding the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.6 As-Built Drawings

Consultant will include as-built changes in the original drawings and submit a final set of as-built drawings to County at the completion of the Project.

In performance of the Work under this Agreement, Consultant shall utilize the services of the following subconsultants:

Buehler and Buehler Structural Engineers, Inc.
600 Q Street, Suite 200
Sacramento, CA 95814

Glumac
10419 Old Placerville Rd. Ste. 250
Sacramento, CA 95827-2527

Carlton Engineering, Inc.
3883 Ponderosa Road
Shingle Springs, CA 95682

Specifications West
35011 Whileaway Road
Carefree, AZ 85377

Silva Cost Consulting
1812 J Street, Suite 5
Sacramento, CA 95814

William A. Reid, dba
William A. Reid, AIA, Architects

Exhibit B

Project Budget and Fee Schedule

BASE SCOPE OF WORK – PROJECT BUDGET

Payments for services included in the Base Scope of Work as described in Exhibit A, "Base Scope of Work" herein shall not exceed the budget amount in the table below. Consultant shall bill in thirty (30) day increments for the percentage of work completed within each service category.

Item of Work #	Services	Percentage of Total	Budget Amount
1	Project Planning and Preliminary Design Services	5%	\$4,685
2	Schematic Design	10%	\$9,370
3	Design Development	15%	\$14,055
4	Construction Documents	45%	\$42,165
5	Construction Procurement Services	5%	\$4,685
6	Construction Administration	20%	\$18,740
		100%	\$93,700

Reimbursable Expenses and Mileage

Reimbursable expenses and mileage related to the completion of the Base Scope of Work shall be billed as separate line items from services categories for an amount not-to-exceed \$3,000.

Reimbursable expenses (with the exception of mileage expenses) such as printing, shipping and purchased outside services will be billed at cost plus ten percent (10%).

Vehicle mileage: Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, etc.) will not be reimbursed for any services performed under this Agreement.

OPTIONAL TASKS FEE SCHEDULE

Optional Tasks as described in Article I, "Scope of Services," shall be billed in accordance with the billing rates listed below.

Principal Architect	\$140
Project Manager	\$100
CADD Technician	\$80
Draftsman	\$75
Clerical	\$60

Reimbursable Expenses and Mileage

Reimbursable expenses and mileage related to the completion of Optional Tasks shall be billed as separate line items from services provided at an hourly rate.

Reimbursable expenses (with the exception of mileage expenses) such as printing, shipping and purchased outside services will be billed at cost plus ten percent (10%).

Vehicle mileage: Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, etc.) will not be reimbursed for any services performed under this Agreement.