

ORIGINAL

C & S Engineers, Inc.

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES #532-S1311

THIS FOURTH AMENDMENT to that Agreement for Services #532-S1311 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 C & S Engineers, Inc., a New York corporation duly qualified to conduct business in the State of California, whose principal place of business is 499 Colonel Eileen Collins Boulevard, Syracuse, New York 13212, and whose local office address is 8950 Cal Center Drive, Suite 102, Sacramento, California 95826, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide airport consulting services pursuant to Agreement for Services #532-S1311, dated July 30, 2013, the First Amendment to Agreement for Services #532-S1311, dated June 28, 2016, the Second Amendment to Agreement for Services #532-S1311, dated July 25, 2017, and the Third Amendment to Agreement for Services #532-S1311, dated July 17, 2018, all incorporated herein and made by reference a part hereof (hereafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of July 31, 2020, for one (1) additional year to accommodate the completion of projects in process, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to update County's address and Consultant's notice recipient, amending **ARTICLE XIV, Notice to Parties**;

WHEREAS, the parties hereto desire to amend the Agreement to revise provisions to update for changes to the Federal Aviation Administration Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects, amending **ARTICLE XXVI, Airport and Airway Improvement Act of 1982, Section 520 - General Civil Rights Provisions; ARTICLE XXXII Disadvantaged Business Enterprises (DBE) Assurances**;

WHEREAS, the parties hereto desire to amend the Agreement to update Consultant's Project Manager, amending **ARTICLE XXII, Consultant's Project Manager**;

WHEREAS, the parties hereto desire to amend the Agreement to add Consultant's compliance to the Occupational Health and Safety Act of 1970, amending **ARTICLE XXIV, General Federal and State Grant Funding Requirements**;

WHEREAS, the parties hereto desire to amend the Agreement to update references to federal laws and regulations pertaining to clean water and pollution control, amending **ARTICLE XXXIX, Environmental Compliance**;

WHEREAS, the parties hereto desire to amend the Agreement to add the provisions required by the Federal Aviation Administration Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects, adding **ARTICLE L, Equal Employment Opportunity; ARTICLE LI, Texting When Driving; ARTICLE LII, Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions;**

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Fourth Amendment to Agreement on the following terms and conditions:

- I. All references to Community Development Services, Administration and Finance Division throughout the Agreement shall read Planning and Building Department.
- II. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective on July 30, 2013, and shall expire on July 31, 2021.

Pursuant to the Federal Aviation Administration (FAA) Advisory Circular dated 9/25/2015, this Agreement is extended beyond five (5) years only to conclude work on projects initiated within the first five (5) years of the Agreement. These projects include and are limited to:

- Crack Seal, Joint Seal & Mark Runway, Taxiways, Aprons & T-Hangar Taxilanes; Change Runway End ID Project at the Georgetown Airport (CIP # 93527)
- Taxiway Edge Lights Project at the Placerville Airport (CIP # 93130)
- Airport Layout Plan Update and Obstruction Survey (including Obstruction Removal) at the Placerville Airport (CIP # 93132)

- III. **ARTICLE XIV, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XIV

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
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: Creighton Avila
Assistant Director

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

C & S Engineers, Inc.
8950 Cal Center Drive, Suite 102
Sacramento, California 95826

Attn.: Lance McIntosh
Department Manager

or to such other location as Consultant directs.

IV. ARTICLE XXII, Consultant's Project Manager, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXII

Consultant's Project Manager: Consultant designates Lance McIntosh, P.E., Department Manager, 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 Agreement; and (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein.

V. ARTICLE XXIV, General Federal and State Grant Funding Requirements, Federal Legislation, is amended in part to include:

y. Occupational Health and Safety Act of 1970.

VI. ARTICLE XXVI, Airport and Airway Improvement Act of 1982, Section 520 - General Civil Rights Provisions, is amended in its entirety to read:

ARTICLE XXVI**Airport and Airway Improvement Act of 1982, Section 520 - General Civil**

Rights Provisions: The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

VII. ARTICLE XXXII, Disadvantaged Business Enterprises (DBE) Assurances, is amended in its entirety to read:

ARTICLE XXXIII

Disadvantaged Business Enterprises (DBE) Assurances: As used in this Article, "Contractor" and "prime contractor" refer to "Consultant," "subcontractor" refers to "subconsultant" and "recipient" refers to "County."

A. Contract Assurance (§ 26.13) –

The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

B. Prompt Payment (§26.29) –

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from County. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of County. This clause applies to both DBE and non-DBE subcontractors.

VIII. ARTICLE XXXIX, Environmental Compliance, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXIX

Environmental Compliance: Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). Consultant agrees to report any violation to County immediately upon discovery. County assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The following articles are added to this Agreement:

IX. ARTICLE L

Equal Employment Opportunity: During the performance of this contract, Consultant agrees as follows:

- A. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders

of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- F. In the event of Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency Consultant may request the United States to enter into such litigation to protect the interests of the United States.

X. ARTICLE LI

Texting When Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, County encourages Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

XI. ARTICLE LII**Certification of Offeror/Bidder Regarding Tax Delinquency and Felony**

Convictions: Consultant must complete the following two certification statements. Consultant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark () in the space following the applicable response. Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- A. Consultant represents that it is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- B. Consultant represents that it is () is not () is not a corporation that was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

Note

If Consultant responds in the affirmative to either of the above representations, Consultant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. Consultant therefore must provide information to County about its tax liability or conviction to County, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Except as herein amended, all other parts and sections of Agreement for Services #532-S1311, as amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Agreement for Services #532-S1311 on the dates indicated below.

--COUNTY OF EL DORADO--

By: *Birk Veerkamp*

Dated: 7-28-2020

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: *Kyra Schaeffer*
Deputy Clerk

Dated: 7-28-2020

--C&S ENGINEERS, INC.--

By: *Lance R. McIntosh*

Dated: 7/1/2020

Lance R. McIntosh
Department Manager
"Consultant"