

Radman Aerial Surveys, Inc.

**AGREEMENT FOR SERVICES # AGMT 05-920
Amendment I**

THIS AMENDMENT I to that Agreement for Services # AGMT 05-920 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 Radman Aerial Surveys, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 6220 24th Street, Sacramento, CA 95822, (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, Consultant has been engaged by County to provide aerial photography and topographic mapping services for the Department of Transportation pursuant to Agreement for Services # AGMT 05-920, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-920 to clarify the Task Order requirements, amending **ARTICLE I Scope of Services**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-920 to extend the expiration date of October 18, 2007 for six (6) months, amending **ARTICLE II Term**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-920 to increase the not-to-exceed compensation amount of the Agreement by \$30,000, amending **ARTICLE III Compensation for Services**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-920 to modify the requirements for progress reporting, amending **ARTICLE IV Progress Reports**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-920 to update the ownership of data requirements, amending **ARTICLE V Ownership of Data**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-920 to change one of County's notices recipients, amending **ARTICLE XIV Notice to Parties**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-920 to update the insurance requirements, amending **ARTICLE XVI Insurance**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-920 to change County's Contract Administrator, amending **ARTICLE XXIII Contract Administrator**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-920 to include County's business license requirements, adding **ARTICLE XXVII Business License**;

NOW, THEREFORE, County and Consultant mutually agree to amend the terms of the Agreement in this Amendment I to Agreement for Services # AGMT 05-920, to read as follows:

ARTICLE I

Scope of Services:

Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, for County's Department of Transportation (DOT), and shall provide and make available Consultant's own personnel, materials, vehicles, equipment and supplies necessary to perform various aerial photography and 3-D topographic mapping services, including but not limited to, professional and technical aerial photogrammetric mapping and data acquisition services. Services shall be performed in accordance with Exhibit A, marked "Technical Specifications," incorporated herein and made by reference a part hereof.

Consultant's services are to be provided specifically in support of projects included in County's five-year Capital Improvement Program, and generally in support of other County activities as required. Before proceeding with any work 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 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 necessary permits on a task-by-task basis. Following the meeting, Consultant shall provide the Contract Administrator with a written scope of work, 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 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.

Funding from various local, state and federal sources may be utilized to fund certain assignments to be performed under this Agreement and as a consequence, the requirements of the funding agencies related to those grants will be incorporated into the provisions of the specific Task Orders issued for those assignments.

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 XIV, 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 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.

Consultant agrees to complete all digitizing within ten (10) working days from the time the control coordinates are delivered to Consultant by fax, unless the Contract Administrator and Consultant mutually agree to a time extension.

County shall be responsible for:

- A. Overall project management, including coordination with County's Board of Supervisors, other agencies, and the general public.
- B. Providing timely reviews of progress.
- C. Establishing photo control with coordinate positions ("x", "y", and "z") for all control points as recommended by Consultant.

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. Where Consultant produces drawings as a part of a Task Order, they shall be produced in AutoCAD Land Development Desktop 2i or latest release. 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 XIII, Default, Termination, and Cancellation.

All of the tasks included in this Article are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire April 17, 2008.

ARTICLE III

Compensation for Services: For services provided herein, including all deliverables described in individual Task Orders and including the progress reports required by Article IV, below, County agrees to pay Consultant within thirty (30) days following County receipt and approval of itemized invoices and progress reports detailing services rendered.

For the purposes hereof, the billing rate shall be \$130.00 per hour. The total amount payable by County for an individual Task Order 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 of this Agreement, as amended, shall not exceed \$130,000.00, inclusive of all costs, expenses and Task Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number, the County-supplied work order number and Task Order number both on their faces and on any enclosures or backup documentation. Consultant shall bill County for only one Task Order per invoice. Consultant shall attach a copy of each notification to proceed required under the provisions of Article I, Scope of Services, and copies of any progress reports required under the provisions of Article IV, 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 XIII, Default, Termination, and Cancellation.

ARTICLE IV

Progress Reports: Upon issuance of 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 a month. The reports shall be sufficiently detailed for the Contract Administrator, or designee, 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 Task Order. Progress reports shall include the total number of hours worked by Consultant 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 V

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, photographs, plans, maps, specifications, estimates, compilations and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant’s records, but shall not be furnished to others without written authorization from County’s Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by 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 services provided under this Agreement.

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:

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

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

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:

Radman Aerial Surveys, Inc.
6220 24th Street
Sacramento, California 95822

Attn.: Carol Radman,
President

or to such other location as Consultant directs.

ARTICLE XVI

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. Aircraft Liability Insurance of not less than \$1,000,000 is required for this Agreement.
- E. 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.
- F. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

- K. 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.
- L. 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.
- M. 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.
- N. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- O. 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.
- P. 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.

ARTICLE XXIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Richard W. Shepard, P.E., Director of Transportation, or successor.

The Agreement is further amended to add the following Article:

ARTICLE XXVII

Business License: The County 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.

Except as herein amended, all other parts and sections of Agreement for Services # 05-920 shall remain unchanged and in full force and effect.

Requesting Department Concurrence:

By: _____

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

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement for Services # AGMT 05-920 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: _____

Board of Supervisors
"County"

Dated: _____

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: _____

Deputy Clerk

Dated: _____

-- RADMAN AERIAL SURVEYS, INC. --

By: _____

Carol Radman
President
"Consultant"

Dated: _____

By: _____

Dan Radman
Corporate Secretary

Dated: _____