

CBC Surveys, Inc.

Surveying Services

**AGREEMENT FOR SERVICES # AGMT 06-1294
Amendment I**

THIS AMENDMENT I to that Agreement for Services # AGMT 06-1294 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 CBC Surveys, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1300 Ethan Way, Suite 300, Sacramento, California 95825 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to assist its Department of Transportation with surveying services pursuant to Agreement for Services # AGMT 06-1294, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto desire to amend Agreement for Services # 06-1294 to revise the requirements for Task Orders and to include an unanticipated grant funding provision, amending **ARTICLE I Scope of Services/Project Schedule**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # 06-1294 to extend the expiration date of January 8, 2009 for one (1) additional one (1) year term, amending **ARTICLE II Term**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # 06-1294 to increase the not-to-exceed compensation amount of the Agreement by \$150,000, and to add a new fee schedule for the extended term of the Agreement, amending **ARTICLE III Compensation for Services** and adding **Amended Exhibit B**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # 06-1294 to add Task Order language, amending **ARTICLE V Ownership of Data**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # 06-1294 to change one of County's notices recipients, amending **ARTICLE XIII Notice to Parties**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # 06-1294 to change County's Contract Administrator, amending **ARTICLE XXIII**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # 06-1294 to add 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 06-1294, to read as follows:

ARTICLE I

Scope of Services/Project Schedule: Consultant agrees to furnish personnel, materials, equipment and services necessary to assist the Department of Transportation (DOT), on an “as requested” basis, by performing surveying services for capital improvement programs. The surveying services shall be performed as follows:

- **Objectives**

El Dorado County’s Department of Transportation Surveying Services Unit occasionally needs assistance in meeting deadlines for either field data acquisition for design purposes, or for construction staking on various capital projects. Other tasks, such as aerial control traverses and level loops are needed less frequently. In order to process the field data coming to the County, or the office data going from the County to the field, common software becomes a necessity. Therefore, Consultant shall utilize the latest version of Tripod Data Systems (TDS) Survey Pro software for fieldwork and Autodesk Civil Series 2005 or newer for office work performed as part of this agreement.

- **Products**

For each assigned project, the Consultant will perform professional and data acquisition services, such as topography surveys, construction staking, level loops, monument ties, aerial control surveys (both horizontal and vertical control), legal descriptions with exhibit maps, Record of Survey maps, Corner Records, right-of-way maps, together with any and all office calculations required to produce the surveying services products requested by the Contract Administrator, or designee, as part of this Agreement.

- **Technical Specifications**

Consultant must possess a valid site license for Tripod Systems (TDS) Survey Pro software, and be proficient in its use.

Consultant must possess a valid site license for Autodesk Civil Series 2005 or newer, and be proficient in its use.

All Surveying services must comply with the Caltrans Survey Specifications as noted in Chapter 12 of the Caltrans Survey Manual, or a mutually agreed upon alternative procedure.

All data formats shall be compatible with AutoDesk/TDS and ASCII.

Consultant is required to use numeric "point coding" (Description Key Codes) for applicable data. Codes to be used along with a conversion table will be provided by the County.

Consultant must be knowledgeable and proficient in the use of the California Coordinate System in the acquisition and manipulation of technical data.

- **Product Specifications**

The production of surveying services products shall be accomplished consistent with, and in accordance with, the specifications set forth in the Technical Specifications stated above.

A further explanation of the procedures and processes to be followed by Consultant is included in Exhibit A, marked "El Dorado County Department of Transportation Surveying Services Unit Capabilities and Functionality Report," which is incorporated herein and made by reference a part hereof.

- **Product Delivery**

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, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a 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 and full execution 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 XIII, 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.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire three years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including all deliverables described in Article I, Scope of Services, above and in the individual Task Orders issued pursuant to this Agreement, 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, for the period beginning January 9, 2007 and continuing through December 31, 2008, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning January 1, 2009 and continuing until January 8, 2010, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof.

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 \$225,000, inclusive of all Task Orders, costs and expenses.

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.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the individual Task Order number for the specific services being billed, both on their faces and on any enclosures or back-up documentation. Consultant shall bill County for only one Task Order per invoice. 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.

ARTICLE V

Ownership of Data: Upon completion or earlier termination of all services under this agreement, or upon the completion of services provided in accordance with individual Task Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, and any other data or information 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 needed to complete the review and approval process of the project.

ARTICLE XIII

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
2850 Fairlane Court
Placerville, California 95667

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

Attn.: Matthew D. Smeltzer,
Deputy Director of
Engineering, West Slope
Engineering Division

Attn.: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

CBC Surveys, Inc.
1300 Ethan Way, Suite 300
Sacramento, California 95825

Attn.: Christopher B. Curtis, President, Geomatics Engineer

or to such other location as Consultant directs.

ARTICLE XXIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, Deputy Director of Engineering, West Slope Engineering Division, Department of Transportation, or successor.

The Agreement is further amended to add the following Article:

ARTICLE XXVII

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.

Except as herein amended, all other parts and sections of Agreement for Services # 06-1294 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: _____
Matthew D. Smeltzer
Deputy Director of Engineering
West Slope Engineering Division
Department of Transportation

Dated: _____

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 06-1294 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: _____

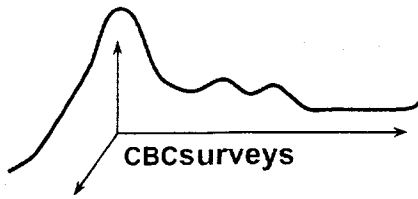
-- CBC SURVEYS, INC. --

By: _____
Christopher B. Curtis
President, Geomatics Engineer
"Consultant"

Dated: _____

By: _____
Naomi Curtis
Chief Financial Officer and
Corporate Secretary

Dated: _____



CBC Surveys, Inc.

Amended Exhibit B

AMENDED FEE SCHEDULE

2009

Office

Principal/Project Manager	\$175
Project Surveyor	\$125
Survey Technician*	\$105
CAD Technician*	\$95

Field*

1 Person Crew	\$140
2 Person Crew	\$230
1 Person RTK Crew	\$160
High Definition Survey Crew	\$375

Other

Expert Witness - Deposition	\$350
Copies, Equipment Rental, and Photo Lab Service	Cost + 10%

* Non-exempt/hourly personnel charged at 50% over hourly rate for hours worked over 8-hr/day, Saturdays, & Sundays.

CBC Surveys, Inc.

Surveying Services

AGREEMENT FOR SERVICES # AGMT 06-1294

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 CBC Surveys, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1300 Ethan Way, Suite 300, Sacramento, California 95825 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Department of Transportation in meeting deadlines for either field data acquisition for design purposes, or for construction staking on various capital projects by providing "as requested" surveying services for various locations in El Dorado County; 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/Project Schedule: Consultant agrees to furnish personnel, materials, equipment and services necessary to assist the Department of Transportation (DOT), on an "as requested" basis, by performing surveying services for capital improvement programs. The surveying services shall be performed as follows:

- **Objectives**

El Dorado County's Department of Transportation Surveying Services Unit occasionally needs assistance in meeting deadlines for either field data acquisition for design purposes, or for construction staking on various capital projects. Other tasks, such as aerial control traverses and level loops are needed less frequently. In order to process the field data coming to the County, or the office data going from the County to the field, common software becomes a necessity. Therefore, Consultant shall utilize the latest version of Tripod Data Systems (TDS) Survey Pro software for fieldwork and Autodesk Civil Series 2005 or newer for office work performed as part of this agreement.

- **Products**

For each assigned project, the Consultant will perform professional and data acquisition services, such as topography surveys, construction staking, level loops, monument ties, aerial control surveys (both horizontal and vertical control), legal descriptions with exhibit maps, Record of Survey maps, Corner Records, right-of-way maps, together with any and all office calculations required to produce the surveying services products requested by the Contract Administrator, or designee, as part of this Agreement.

- **Technical Specifications**

Consultant must possess a valid site license for Tripod Systems (TDS) Survey Pro software, and be proficient in its use.

Consultant must possess a valid site license for Autodesk Civil Series 2005 or newer, and be proficient in its use.

All Surveying services must comply with the Caltrans Survey Specifications as noted in Chapter 12 of the Caltrans Survey Manual, or a mutually agreed upon alternative procedure.

All data formats shall be compatible with AutoDesk/TDS and ASCII.

Consultant is required to use numeric "point coding" (Description Key Codes) for applicable data. Codes to be used along with a conversion table will be provided by the County.

Consultant must be knowledgeable and proficient in the use of the California Coordinate System in the acquisition and manipulation of technical data.

- **Product Specifications**

The production of surveying services products shall be accomplished consistent with, and in accordance with, the specifications set forth in the Technical Specifications stated above.

A further explanation of the procedures and processes to be followed by Consultant is included in Exhibit A, marked "El Dorado County Department of Transportation Surveying Services Unit Capabilities and Functionality Report," which is incorporated herein and made by reference a part hereof.

- **Product Delivery**

A Department of Transportation Surveying Services Unit representative will discuss the specific needs of each project on a task-by-task basis. Following the discussion and prior to commencement of the assigned task, the Consultant will be expected to provide DOT in writing (e-mail or fax is acceptable) the scope of work, a schedule for completion of each task and the detailed description of the estimated costs together with a not-to-exceed amount for each assigned task. 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.

Consultant shall provide the Contract Administrator with the names and titles of Consultant's representatives who 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 XIII of this Agreement.

Consultant agrees to begin the required surveying/office tasks within 48 hours (unless County and Consultant mutually agree to a time extension) of authorization (after approved scope, cost, etc.), and will stay on task until the task is completed. Weekends and County observed holidays are not included in the 48-hour period. Consultant agrees to deliver the resultant technical data in a timely manner after task assignment, consistent with a mutually agreed upon timeline. In detailing services rendered, Consultant shall utilize the assigned task order number to track costs and shall use the task order number to distinguish the costs associated from one task with those from another task, and to set apart the resultant billing-for-services backup documentation.

Consultant should be able to accomplish task assignments utilizing one two-person survey crew unless County and Consultant mutually agree that the manpower requirements are different.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire two years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including all deliverables described in Article I, Scope of Services above, County agrees to pay Consultant monthly in arrears in accordance with each Task Order. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, inclusive of all costs and Task Orders, shall not exceed \$75,000, inclusive of all expenses.

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.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the individual Task Order number(s) for the specific services being billed, both on their faces and on any enclosures or back-up documentation. Invoices shall be mailed to the Contract Administrator at the following address:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95762
Attn: Elizabeth B. Diamond

ARTICLE IV

License: Consultant represents that it is duly licensed in good standing by the State of California to perform the services under this Agreement and that it possesses the licenses listed in Article I, Scope of Services. Consultant shall maintain said licenses in good standing throughout the term of this Agreement.

ARTICLE V

Ownership of Data: Upon completion or earlier termination of all services under this agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, and any other data or information 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 needed to complete the review and approval process of the project.

ARTICLE VI

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

ARTICLE VII

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 VIII

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, 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 IX

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.

ARTICLE X

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and 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. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees.

ARTICLE XI

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 XII

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 in 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 XIII

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
2850 Fairlane Court
Placerville, California 95667
Attn.: Elizabeth B. Diamond,
Deputy Director,
West Slope Engineering and
Project Delivery

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 address as follows:

CBC Surveys, Inc.
1300 Ethan Way, Suite 300
Sacramento, CA 95825

Attn.: Christopher B. Curtis,
President, Geomatics Engineer

or to such other location as Consultant directs.

ARTICLE XIV

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, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful misconduct of County, its officers, agents, employees or representatives. 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 XV

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.

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. 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.
- I. 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

ARTICLE XVII

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 XVIII

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 XIX

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 XX

Taxpayer Identification Number (Form W-9): All independent contractors 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 XXI

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 XXII

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 XXIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Elizabeth B. Diamond, Deputy Director, West Slope Engineering and Project Delivery, Department of Transportation, or successor.

ARTICLE XXIV

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.

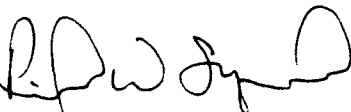
ARTICLE XXV

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 XXVI

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

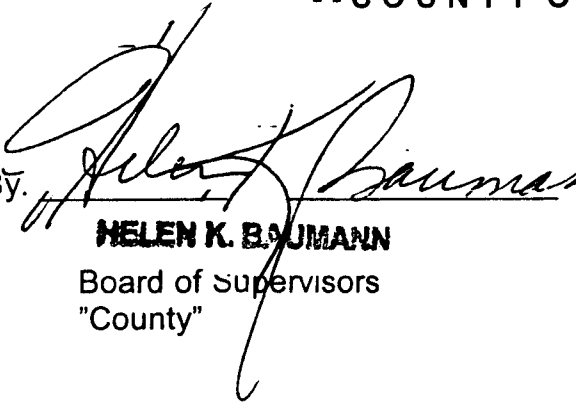
Requesting Department Concurrence:

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


Dated: 1/2/07

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.

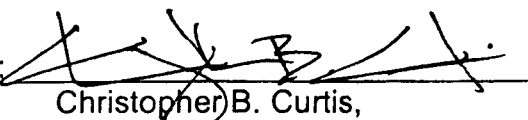
-- COUNTY OF EL DORADO --

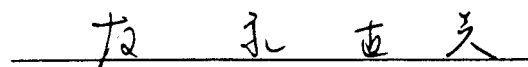
By:  Dated: 1-9-07
HELEN K. BAUMANN
Board of Supervisors
"County"

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By:  Dated: 1-9-07
Deputy Clerk

-- CBC SURVEYS, INC. --

By:  Dated: 03 Jan '07
Christopher B. Curtis,
President, Geomatics Engineer
"Consultant"

By:  Dated: 1 / 3 / 07
Naomi Curtis,
Chief Financial Officer and
Corporate Secretary

CBC Surveys, Inc.

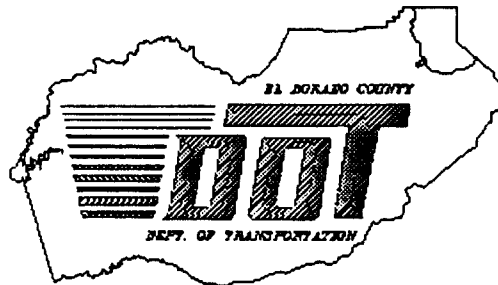
Exhibit A

El Dorado County

Department of Transportation

Surveying Services Unit

Capabilities and Functionality Report



September 20, 2006

Loren A. Massaro/Kris Payne

El Dorado County Department of Transportation-Survey Services Unit
(530) 642-4938 / (530) 621-5926

Objectives:

Today's multi-organizational Project Development efforts require the use of common, accurate horizontal and vertical survey datum and consistent, precise control-survey procedures to ensure the accurate location of fixed works and rights-of-way. These requirements are compounded by the expanding use of global positioning systems. Universally accepted and common used survey datum is essential for the efficient sharing of both engineering and gps data.

Organizational Path:

Department of Transportation→Engineering Division→Survey Services Unit

Current Surveying Services Unit Staffing:

Kris Payne, Supervising Civil Engineer

Don Haynes, PLS, Associate Land Surveyor

Loren Massaro, PLS, Assistant in Land Surveying

Joe Neely, Senior Engineering Technician

Joel Jackson, Senior Engineering Technician

Equipment:

The Surveying Services Unit has a variety of surveying equipment at its disposal for varying tasks that may be required.

Enough equipment exists that in the event a second crew becomes necessary, it can be supplied without the need for additional purchases or rentals.

Equipment is updated with advances in technology to ensure productivity of the Surveying Services Unit.

The following is a list of the major surveying systems/equipment that is operated:

System 1 (Primary System - Crew 1)

Leica TCA 1103 Total Station

Leica RCS Remote control unit for use with the TCA 1103

Tripod Data Systems "Survey Pro" software onboard the TCA 1103

System 2 (Secondary System - Crew 2)

Sokkia Set 3 Total station
Tripod Data Systems "Survey Pro" software integrated with the HP 48GX handheld calculator in an environmental case.

System 3 (Global Positioning System)

Leica SR530 GPS System
2- SR500 receivers (1 base and 1 rover)
Pacific crest radios
Tripods and accessories
Leica roads plus and road editor software
Leica Ski-Pro processing software

Digital leveling system

Leica DNA10 Digital level and bar coded / direct read rod

In Office System

2- Dell "Optiplex GX620" computers with 2GB of ram running at 3.2 GHZ.
1- Dell "Optiplex GX280" computers with 1.49GB of ram running at 2.8 GHZ.
Civil Series Enabled Map 2006 together with Autodesk Land Development Desktop 2006 Software.

Current Surveying Services Unit Capabilities:

The Surveying Services Unit has the ability to gather all information essential for the mapping, construction staking, and boundary determination for the various projects undertaken by the El Dorado County Department of Transportation. Surveying Services have also performed these services for other El Dorado County Departments/Divisions, including the County Parks and Recreation Department and General Services Department. The Surveying Services Unit also supports the needs of the County's Lake Tahoe Engineering Design Unit.

Assorted Project Examples

Green Valley Road at Francisco Drive in El Dorado Hills

Aerial mapping, control network, construction staking, for the realignment and improvement of Green Valley Rd. and Francisco Dr. Intersection. Project utilized the state plane coordinate system (NAD 83 Metric).

Missouri Flat Road Realignment and Improvements

Aerial mapping, control network, construction staking, for the realignment and improvement of Missouri Flat Road. Project utilized the state plane coordinate system (NAD 27 Feet).

Trail Overcrossing at Highway 50 at Smith Flat

Aerial mapping, control network, construction staking, for the construction of a bicycle and pedestrian overcrossing at US Highway 50 near Smith Flat area of Placerville.

Christmas Valley / South Upper Truckee River

Aerial mapping, control network for approximately 2000 acres of the Lake Tahoe basin, utilizing our GPS System.

Current Surveying Services Unit Functionality:

Surveying Services construction and field related staff are located at the County's Headington facility, 2441 Headington Rd., Placerville, Ca. 95667. Right of Way Engineering is located at Building 'C' (County Offices), 2850 Fairlane Ct. Placerville, Ca.

Ph. 530.621.5926 – Kris Payne, Supervising Civil Engineer,
Supervisor

Ph. 530.642.4938 – Loren Massaro, PLS, Assistant in Land Surveying, Party Chief
Field Tasks
Field Coordination

Ph. 530.621.5921 – Don Haynes, PLS, Associate Land Surveyor,
Right of Way Engineering,
Field support

Ph. 530.642.4939 – Joel Jackson, Senior Engineering Technician,
Field / Office / CADD

Ph. 530.642.4951 – Joe Neely, Senior Engineering Technician,
Field / Office / CADD

Survey Work Request

Survey Work Requests may be obtained at our office, or by contacting one of the persons listed above and a request will be sent to you. The information necessary to proceed with the survey is contained within the form and an example of a completed request is shown on "Example A" at the end of this section.

Construction Staking Work Request

When a project has progressed into the construction phase, we use a different work request ("Example B") as shown at the end of this section.



SURVEY NO. _____

SURVEY REQUEST

EL DORADO COUNTY DEPARTMENT
OF TRANSPORTATION

DATE: _____ FROM: _____

PROJECT NAME: _____

LOCATION: _____
(TOWNSITE, RD. NAME, CO. RD. #, MILE POST MARKER)

WORK ORDER#: _____ CONTACT PERSON: _____

PRIORITY: L M H DATE NEEDED: _____

PURPOSE OF SURVEY: _____

SCOPE OF WORK: (BE SPECIFIC) _____

NOTE: ATTACH ALL AVAILABLE REFERENCE MATERIAL

-----DO NOT WRITE BELOW THIS LINE-----

DATE REQUEST RECEIVED: _____ CREW DAYS ESTIMATED: _____

TOWNSHIP, RANGE, SECTION: T. _____ R. _____ S. _____

PARTY CHIEF: _____ CREW: _____

DATE BEGIN SURVEY: _____ COMPLETED: _____

ADDITIONAL INFORMATION: _____

Example "A"
Above



**El Dorado County
Department Of Transportation**

PROJECT: _____ FILE: _____

**REQUEST FOR
CONSTRUCTION STAKING**

Priority		TO BE FILLED IN BY _____		CONTRACTOR'S REP	RESIDENT ENG.	PARTY CHIEF						
		Type of Staking	Stakes are Orig. Reser				Location Line, Station to Station, Lane, Side, Etc.	One Area will be ready for staking	One Stakes will be used	Date and Time Area Ready for Staking Checked by	Date Stakes Set - 1 Began Completed	If Reser. Total Survey Manhours

If no priority number is given, staking will be done in order listed and/or received. If staking is not completed on date begun, add date completed.

REQUESTED BY _____ DATE _____
 REC'D BY _____ RESIDENT ENGINEER _____ DATE _____ TIME _____
 STAKES ARE ORIGINAL-VERIFIED BY _____
 COMMENTS _____

RESTAKING CHARGES

Comments _____

_____ Manhours @ \$ _____ /hr. = \$ _____

Charge restaking costs to Contractor: Yes _____ No _____

RESIDENT ENGINEER: _____
Signature

Example "B"
Above

Information Storage and Retrieval Protocol

Each individual project is given a unique job number and information relating to that project is stored in a "Job Binder" in which is kept all relevant data produced by the survey department, and/ or collected data which pertains to the project. This information is categorized and placed in the "Job Binder" under the appropriate section where it can be retrieved whenever the circumstances require. This information is collected using one form or another of electronic device, therefore an electronic copy of such information is stored on the county's engineering server, where it is "backed up" nightly. The point file formats and extensions are listed below. The "Job Binders" are kept in the Surveying Department's Headington facility, and are labeled with the appropriate job number and the project title.

Point File Formats and Extensions

- *.ASC... ASCII Format used when creating an export file using Softdesk
- *.CR5... Tripod Data Systems Coordinate file extension.
- *.RW5... Tripod Data Systems Raw Data file extension.
- *.ARV... Tripod Data Systems Archived Raw Data file extension.
- *.CSV... Leica user ASCII format for use with Leica Survey Office

Point File Numbering Allocations

(See interoffice memo dated 11-12-98)
See "Example C"

Description Key codes

Surveying Services utilize "Key Codes" when collecting electronic field data for ease of transfer between data collection system and office workstation. A list of "Key Codes" is listed at the end of this report.

Field Notes

Non-electronic data is recorded in field note format shown in "Example D"

Reference Point Slope Staking

Stakes for Slope Grading are shown in "Example E."

**EL DORADO COUNTY
DEPARTMENT OF TRANSPORTATION
INTEROFFICE COMMUNICATION**

Date: November 12, 1998

To: Design Staff

From: Loren Massaro.

Subject: Project Point Number Allocations

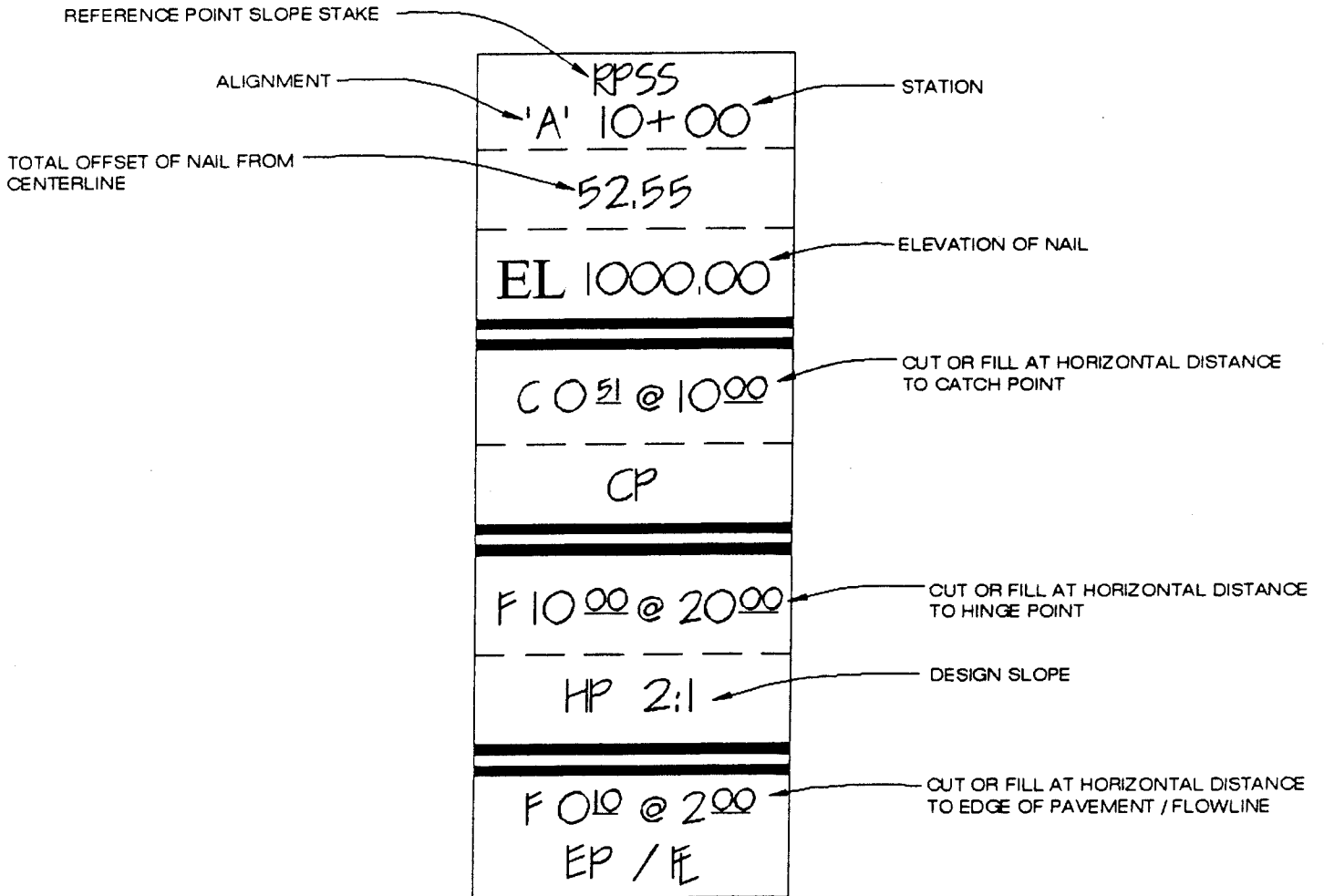
Per our meeting this A.M.:

Point numbering on future projects shall conform to the following:

1-100	Control points (Field)
101-300	Record points, Monumentation (Office)
301-500	Found Monumentation (Field)
501-1000	Design Points (Office)
1001-2000	Field collection during construction (Field)
2001-5000	Template points (Office)
5001-	Topo points (Field)

Example C

Reference Point Slope Stake



Example E

TRAVERSE

<i>Typical Description Key</i>	13	(Key)	CP	(Description)
				14 AUX CP
				71 FND RR SPK
				72 SET RR SPIKE
				73 FND SPIKE
				74 SET SPIKE
				75 FND 3/4" CIP
				76 FND 1 1/4" CIP
				77 FND 1 1/2" CIP
				78 FND 2" CIP
				79 FND HUB & TK
				80 SET HUB & TK
				81 SET LATH
				82 FND LATH
				90 AERIAL CONTROL POINT
				91 SECTION COR
				92 1/4 COR
				93 1/16 COR
				500 RECORD POINT
				832 FND RBAR
				833 SET RBAR

ROAD FEATURES

- 1 EP
- 2 CL
- 6 GROUND
- 7 GB
- 8 TOP SLOPE
- 9 TOE SLOPE
- 10 ON SLOPE
- 11 DAYLITE
- 15 CL ROAD
- 16 CL ROAD INT
- 17 CL ROAD BC
- 18 CL ROAD EC
- 19 CL ROAD POC
- 20 CL ROAD PRC
- 21 CL ROAD PI
- 98 DW EDGE
- 99 ETW
- 104 DW CL

105 SHLDR
812 ROCK OUTCROP
813 EARTH BERM

DITCHES

5 FL
22 FL DITCH
23 ED DITCH
24 FL GUN DITCH
25 ED GUN DITCH
26 FL CONC DITCH
27 ED CONC DITCH
28 FL AC DITCH
29 ED AC DITCH

CURBS AND WALKS

3 TBC
4 TBW
30 FL VERT CURB
31 TB VERT CURB
32 FL ROLLED CURB
33 TB ROLLED CURB
34 FL AC DIKE
35 TB AC DIKE
36 TBC (ROLLED) @ DI
87 TOP AC BERM
88 BACK AC S/W
834 FL VALLEY GUTTER
843 TOP WALL
844 WALL @ GROUND
845 TOP WALL @ ANG. PT.

DRAINAGE

38 CL DI @ GRATE
39 CL GUTTER DI @ GRATE
40 DI INV IN
41 DI INV OUT
60 TOP CMP
61 INV CMP
62 TOP RCP
63 INV RCP

100 C/L SWALE
101 INTX SWALE
102 DAYLIGHT SWALE
103 C/L SWALE
710 FL 4" CMP
711 FL 6" CMP
712 FL 8" CMP
713 FL 12" CMP
714 FL 18" CMP
715 FL 24" CMP
716 FL 30" CMP
717 FL 36" CMP
718 FL 42" CMP
719 FL 48" CMP
720 FL 8" RCP
721 FL 12" RCP
722 FL 18" RCP
723 FL 24" RCP
724 FL 30" RCP
725 FL 36" RCP
726 FL 42" RCP
727 FL 48" RCP
728 FL 54" RCP
729 FL 60" RCP
730 FL 66" RCP
731 FL 72" RCP
732 FL 78" RCP
733 FL 84" RCP
734 FL 90" RCP
735 FL 96" RCP
803 HEADWALL TOP
804 HEADWALL TOE
805 CREEK CL
806 CREEK WL
807 FL CULV
808 LAKE WL
835 FL NAT SWALE
846 TOP OMP

SEWER

42 TOP SSMH
43 SSMH INV IN
44 SSMH INV OUT
45 TOP SDMH
46 SDMH INV IN

47 SDMH INV OUT
64 TOP PVC (SS)
65 INV PVC (SS)
822 SEWER CL
823 SEWER SERV CL
824 SEWER CLEANOUT
825 RODDING INLET

WATER

54 FIRE HYDRANT
66 TOP PVC (H₂O)
67 INV PVC (H₂O)
58 CL WTR METER BOX
59 CL WTR VALVE BOX
705 FNC POST END WTR SRV
706 FNC POST END SWR SRV
826 WATERLINE CL
827 BLOWOFF CL
828 ARV CL
829 WATER SERV CL
830 HOSE BIBB
831 SPRINKLER

ELECTRICAL AND UTILITIES

48 CL ELECT VAULT
49 NE COR ELECT VLT
50 NW COR ELECT VLT
51 SE COR ELECT VLT
52 SW COR ELECT VLT
53 CL PAC BEL VAULT
57 COR PAC BELL VAULT
68 UTILITY POLE
69 UTILITY BOX
70 GUY ANCHOR
700 PAC BELL VLT 7.3x4.5
701 P G E VAULT 5.3x3.4
814 UTIL TRENCH CL
815 UTIL MH
816 GAS CL
817 GAS RISER
818 GAS MTR
819 GAS VALVE
820 CABLE TV BOX

821 CABLE TV VAULT
838 ELEC SERV
839 TELE SERV
840 GAS SERV
841 PROP TANK
842 CABLE SERV

FENCES

83 FENCE ANG PT
84 FENCE POL
85 FENCE BEG
86 FENCE END
810 GATE

SIGNS

94 STREET SIGN
95 STOP SIGN
96 SIGN
97 MAILBOX

STRUCTURES

89 HOUSE COR
809 BLDG COR
836 SHED COR
837 BARN COR
811 CONC PAD

TREES

106 6" GRAY PINE
108 8" GRAY PINE
110 10" GRAY PINE
112 12" GRAY PINE
114 14" GRAY PINE
116 16" GRAY PINE
118 18" GRAY PINE
120 20" GRAY PINE
124 24" GRAY PINE
128 28" GRAY PINE
132 32" GRAY PINE

136 36" GRAY PINE
142 42" GRAY PINE
148 48" GRAY PINE
202 2" ORNAMENTAL
204 4" ORNAMENTAL
206 6" ORNAMENTAL
208 8" ORNAMENTAL
210 10" ORNAMENTAL
212 12" ORNAMENTAL
214 14" ORNAMENTAL
216 16" ORNAMENTAL
220 20" ORNAMENTAL
224 24" ORNAMENTAL
233 3" CLUSTER ORNAMNTLS
235 5" CLUSTER ORNAMNTLS
238 8" CLUSTER ORNAMNTLS
304 4" FRUIT TREE
306 6" FRUIT TREE
308 8" FRUIT TREE
310 10" FRUIT TREE
312 12" FRUIT TREE
314 14" FRUIT TREE
316 16" FRUIT TREE
320 20" FRUIT TREE
324 24" FRUIT TREE
333 3" DIA CLST FRT TRS
335 5" DIA CLST FRT TRS
338 8" DIA CLST FRT TRS
340 10" DIA CLST FRT TRS
345 15" DIA CLST FRT TRS
350 20" DIA CLST FRT TRS
355 25" DIA CLST FRT TRS
406 6" EVERGREEN
408 8" EVERGREEN
410 10" EVERGREEN
412 12" EVERGREEN
414 14" EVERGREEN
416 16" EVERGREEN
418 18" EVERGREEN
420 20" EVERGREEN
422 22" EVERGREEN
424 24" EVERGREEN
426 26" EVERGREEN
428 28" EVERGREEN
430 30" EVERGREEN
432 32" EVERGREEN
434 34" EVERGREEN

436 36" EVERGREEN
438 38" EVERGREEN
440 40" EVERGREEN
442 42" EVERGREEN
444 44" EVERGREEN
446 46" EVERGREEN
448 48" EVERGREEN
450 50" EVERGREEN
455 5" CLUSTER EVERGRNS
460 10" CLUSTER EVERGRNS
465 15" CLUSTER EVERGRNS
470 20" CLUSTER EVERGRNS
475 25" CLUSTER EVERGRNS
480 30" CLUSTER EVERGRNS
485 40" CLUSTER EVERGRNS
490 50" CLUSTER EVERGRNS
506 6" LIVE OAK
508 8" LIVE OAK
510 10" LIVE OAK
512 12" LIVE OAK
514 14" LIVE OAK
516 16" LIVE OAK
518 18" LIVE OAK
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538 38" LIVE OAK
540 40" LIVE OAK
542 42" LIVE OAK
544 44" LIVE OAK
546 46" LIVE OAK
548 48" LIVE OAK
553 3" DIA LV OAK CLSTR
555 5" DIA LV OAK CLSTR
560 10" DIA LV OAK CLSTR
565 15" DIA LV OAK CLSTR
570 20" DIA LV OAK CLSTR
575 25" DIA LV OAK CLSTR
580 30" DIA LV OAK CLSTR
585 40" DIA LV OAK CLSTR
590 50" DIA LV OAK CLSTR

606 6" OAK
608 8" OAK
610 10" OAK
612 12" OAK
614 14" OAK
616 16" OAK
618 18" OAK
620 20" OAK
622 22" OAK
624 24" OAK
626 26" OAK
628 28" OAK
630 30" OAK
632 32" OAK
634 34" OAK
636 36" OAK
638 38" OAK
640 40" OAK
642 42" OAK
644 44" OAK
646 46" OAK
648 48" OAK
650 50" OAK
653 3" DIA OAK CLUSTER
655 5" DIA OAK CLUSTER
660 10" DIA OAK CLUSTER
665 15" DIA OAK CLUSTER
670 20" DIA OAK CLUSTER
675 25" DIA OAK CLUSTER
680 30" DIA OAK CLUSTER
685 40" DIA OAK CLUSTER
690 50" DIA OAK CLUSTER
691 DRIP LINE

SIGNALS

801 SIGNAL POLE
802 ELECTROLLER

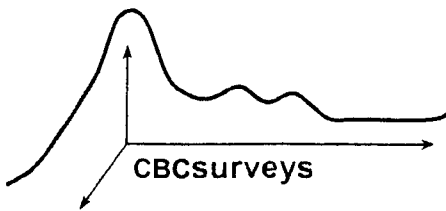


EXHIBIT B
FEE SCHEDULE

	Hourly Rate		
	2006	2007	2008
Office			
Principal in Charge	\$165	\$170	\$175
Project Manager	\$125	\$130	\$135
Project Surveyor	\$100	\$105	\$110
Survey Technician*	\$90	\$95	\$100
CAD Technician*	\$75	\$80	\$85
Field*			
1 Person Crew	\$125	\$130	\$135
2 Person Crew	\$200	\$205	\$210
1 Person RTK Crew	\$145	\$150	\$155
2 Person HDS Crew	\$350	\$360	\$375
Other			
Expert Witness - Deposition			\$350
Copies, Equipment Rental, and Photo Lab Service			Cost + 10%

* Non-exempt/hourly personnel charged at 30% over hourly rate for hours worked over 8-hr/day, Saturdays, & Sundays.