

COPY

AGREEMENT FOR SERVICES #154-S0711

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and R.E.Y. Engineers, Inc., a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is ~~105 Lake Forest Way, Suite 5, Folsom, CA 95630;~~ (hereinafter referred to as "Consultant"); 905 SUTTER STREET 200 CA

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Consultant to provide plan review services on an "as requested" basis as necessary for project development for the Development Services Department; and

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

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

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

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

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel and services necessary to assist the Development Services Department on an "as requested" basis with plan review services for commercial grading. Services shall include, but not be limited to those specified in Exhibit "A", marked "Request for Cost Proposal and Scope of Services" and Exhibit "A-1", marked "Scope of Services & Fees", incorporated herein and made by reference a part hereof. Specific task order shall be provided in writing on an "as needed" basis by the contract administrator or designee. No work shall be authorized unless pursuant to a written task order. Each task order shall clearly define the work to be performed and the timeframe in which the work shall be completed.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire one (1) year from date thereof.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following the County's receipt and approval of invoice(s) identifying services rendered. For the purposes hereof, the billing rates shall be in accordance with Exhibit "B", marked "2006 Fee Schedule", incorporated herein and made by reference a part hereof. Travel and/or mileage expenses, if applicable, shall be made in accordance with Exhibit "C", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

The total amount of this Agreement shall not exceed \$30,000.00, inclusive of all expenses.

ARTICLE IV

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 V

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

ARTICLE VI

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all 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 employees and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the County Development Services Department for the purpose of, and in the performance of the Agreement. This confidentiality agreement shall survive after the expiration or termination of this Agreement.

ARTICLE VII

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, and estimates, etc., produced as part of this Agreement will automatically be vested in the County and no further agreement will be necessary to transfer ownership to the County. The Consultant shall furnish the County all necessary copies of data needed to complete the review and approval process of the project.

ARTICLE VIII

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 IX

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 X

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

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

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

ARTICLE XI

Default, Termination, and Cancellation:

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

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

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Consultant, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the 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.

ARTICLE XII

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

COUNTY OF EL DORADO
DEVELOPMENT SERVICES DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: LARRY S. LOHMAN, DEPUTY DIRECTOR – BUILDING OFFICIAL

With a copy to:

COUNTY OF EL DORADO
DEVELOPMENT SERVICES DEPARTMENT
2850 FAIRLANE COURT
PLACERVILLE, CA 95667
ATTN: MARIANNE OLIPHANT, DEPUTY DIRECTOR – ADMINISTRATION

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

R.E.Y. ENGINEERS, INC.
~~105 LAKE FOREST WAY, SUITE C~~ 905 SUTTER STREET, SUITE 200 ~~FOA~~
FOLSOM, CA 95630
ATTN: KELLEY BUTCHER, PROJECT MANAGER

or to such other location as the Consultant directs.

ARTICLE XIII

Indemnity: The Consultant shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Consultant's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XIV

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager 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 \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Consultant in the performance of the Agreement.
- D. In the event Consultant is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is required.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the 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 above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Risk Management Division and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event the Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days 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 the general liability policy.

- I. The Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Management Division, as essential for the protection of the County.

ARTICLE XV

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

ARTICLE XVI

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 XVII

California Residency (Form 590): All independent Consultants providing services to the 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. The Consultant will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Consultant during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVIII

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

ARTICLE XIX

Administrator: The County Officer or employee with responsibility for administering this Agreement is Larry S. Lohman, Deputy Director of Development Services, Building Official, or successor.

ARTICLE XX

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

ARTICLE XXI

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

ARTICLE XXII

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

ARTICLE XXIII

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 8/22/06

By: 
Chairman
Board of Supervisors
"County"

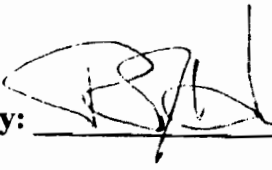
ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

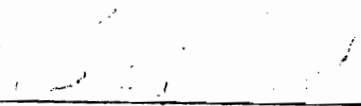
By:  Date: 8/22/06
Deputy Clerk

-- CONSULTANT --

Dated: _____

R.E.Y. ENGINEERS, INC.
A CALIFORNIA CORPORATION

By: 
President
"Consultant"

By: 
Corporate Secretary

Dated: _____

Exhibit "A"
Request for Cost Proposal
&
Scope of Services

EXHIBIT A

El Dorado County Development Services Department REQUEST FOR COST PROPOSAL for PLAN REVIEW AND/OR INSPECTION SERVICES

SCOPE OF SERVICES

Plan Review: Contractor will perform reviews of plans, specifications, designs, and applicable documents required for grading permits for single family, multi-family, and non-residential (commercial) projects. As-built documents shall be approved by the Contractor and returned to the County prior to final inspection. The work shall be done under the direction of a California licensed civil engineer and culminate with a contractor approval stamp (not an engineer's seal) wet-signed and dated on all drawing pages and the cover page of all other documents. This work shall be done per the delineated standards listed herein.

Inspections: Contractor will perform site inspections at significant construction stages for verification of general conformance to the approved plans, specifications, designs, and applicable documents required for single family, multi-family, and non-residential (commercial) grading permits. The work shall be done under the direction of a California licensed civil engineer and culminate with a Contractor final inspection written approval. This work shall be done per the delineated standards listed herein.

Technical Support: When mutually agreed between the County and Contractor as vital to project success, Contractor will attend pre-construction, pre-design meetings, and make field visits to provide support on an as-needed basis. This work shall be done per the delineated standards listed herein.

Plan Check, Inspections, and Technical Support Standards:

1. The edition in effect as of the date of permit application of the El Dorado County Department of Transportation Development Services Policies & Procedures Manual Volumes 1 through 3 which includes, but, is not limited to: County Drainage Manual, Design and Improvement Standards Manual, and the Grading, Erosion and Sediment Control Ordinance
2. Accessibility per California's Title 24 and federal ADA
3. County Storm Water Management Plan(SWMP)
4. Current California Building Code and SRA Fire Safe Regulations
5. These standards shall be the most current and shall not supercede or preempt any applicable local, state, or federal law or regulation. If conflicts occur, the most restrictive shall apply.

Comment Lists and Pick-up/Delivery: If plan review, inspection, and/or technical support activities identify Standards requirement violations, a typed list of comments shall be produced identifying the applicable section violated and referencing the specific details, drawings, designs, specifications, or applicable documents.

Contractor will transport all documents and comments to County in person, via FAX, via email and/or reliable overland carrier. Overnight delivery is to be available at no extra cost. Depending on the County's preference, Contractor will provide comments and perform rechecks directly with: (1) the County, or (2) the Applicant/Designer. All approved documents shall be returned to the County after the process is completed.

SCHEDULE OF FEES AND CHARGES

All fees and charges will remain in effect for the duration of the contract term. Any changes must be made by amendment to the contract approved by Contractor and County. All fees are for standard plan review and inspection services.

Personnel Charges:

Hourly Billing Rates

Plan Review Engineer

Plan Reviewer

Inspector

Support Services

Overtime Services

Miscellaneous Charges or Other Fees

Exhibit "A-1"

Scope of Services & Fees

Exhibit "A-1"

**Engineering Services
El Dorado County Development Services Department
Plan Check Services
El Dorado County, California**

I. SCOPE OF SERVICES & FEES:

A. Plan Check Review

Review civil design plans (excluding structural design) in accordance with the scope of services defined by the El Dorado County Development Services Department Request for Cost Proposal for Plan Review Services document. This task includes review of initial submittal and two subsequent submittals. All plan checks will be picked-up within 24hrs of notification from a County representative. Plan checks will be completed in two weeks for first submittals and one week for subsequent submittals. Upon completion of plan check, plans and/or comments will be delivered to the County along with verbal correspondence to aid the County in their responses to the project developer and/or engineer. In the case that our firm has submitted a set of design plans to the County we would ask that our plans be reviewed by a separate party.

FEE: Time and Material per Attached Rate Sheet

B. Technical Review

This includes any technical review support requested by the County.

FEE: Time and Material per Attached Rate Sheet

Exhibit "B"

2006 Fee Schedule

EXHIBIT B

2006 FEE SCHEDULE

CLASSIFICATION	HOURLY RATES
Principal Manager - Engineering	\$ 165.00
Project Manager - Engineering	\$ 135.00
Senior Engineer	\$ 125.00
Associate Engineer - I	\$ 95.00
Associate Engineer - II	\$ 105.00
Associate Engineer - III	\$ 115.00
Assistant Engineer - I	\$ 65.00
Assistant Engineer - II	\$ 75.00
Assistant Engineer - III	\$ 85.00
CADD Technician - I	\$ 50.00
CADD Technician - II	\$ 75.00
CADD Technician - III	\$ 100.00
Clerical	\$ 40.00

All travel expenses (such as lodging, meals and transportation, if applicable) will be charged at cost. Travel in company vehicles will be charged at \$0.40 per mile.

Cost of normal survey stakes and other field supplies are included in the above rates. Special monuments, iron stakes, etc., will be charged at cost.

Outside reproductions, services, and consultants will be charged at cost plus 10%.

In-house large format reproductions will be charged at \$0.30 SF.

Deliveries by R.E.Y. staff will be charged at \$0.75 per mile.

Filing fees, checking fees, and other outside charges will be billed at cost.



Robert J. Huun, P.E., President