

**EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of November 14, 2006**

AGENDA TITLE: Amendment VI to Agreement #625-S0311, Agreement for Engineering Services with Reinard W. Brandley

DEPARTMENT: General Services

DEPT SIGNOFF:

CAO USE ONLY:

CONTACT: Jordan Postlewait

DATE: 11/3/2006

PHONE: 5330

[Signature] 11/6/06

DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:

General Services recommending Chairman be authorized to sign Amendment VI to Agreement #625-S0311 with Reinard W. Brandley for engineering services in support of the El Dorado County Airports, revising the scope of services and increasing the agreement amount by an aggregate of \$197,450.00 for a total not to exceed of \$803,424.25.

This action effects Board-approved improvements to the County airports (8/15/06, Item #20 - Georgetown; Item #21 - Placerville)

CAO RECOMMENDATIONS: *Recommend approval. Laura J. Hill 11/8/06*

Financial impact? Yes No

Funding Source: Gen Fund Other

BUDGET SUMMARY:

Other: Federal & State grants; Local Match

Total Est. Cost	\$197,450.00
Funding	
Budgeted	\$197,450.00
New Funding	_____
Savings	_____
Other	_____
Total Funding	\$197,450.00
Change in Net County Cost	\$0.00

CAO Office Use Only:

4/5's Vote Required Yes No
 Change in Policy Yes No
 New Personnel Yes No

CONCURRENCES:

Risk Management _____
 County Counsel _____
 Other _____

***Explain** Local Match: Combination of Cal-Trans Grant and Community Enhancement Funds: \$9,872.00

BOARD ACTIONS:

Vote: Unanimous _____ Or

Ayes:

Noes:

Abstentions:

Absent:

Rev. 04/05

I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors

Date: _____

Attest: Cindy Keck, Board of Supervisors Clerk

By: _____



The County of El Dorado

Department of General Services

Joanne M. Narloch, Director

George W. Sanders, Deputy Director

Location: 345 Fair Lane, Placerville, CA

Mailing: 360 Fair Lane, Placerville, CA 95667

Phone (530) 621-5847 Fax (530) 295-2538

November 3, 2006

Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Re: Amendment VI to Agreement #625-S0311, Agreement for Engineering Services with Reinard W. Brandley.

Dear Board Members:

Recommendation:

General Services Department recommending Chairman be authorized to sign Amendment VI to Agreement #625-S0311 with Reinard W. Brandley for engineering services in support of the El Dorado County Airports, revising the scope of services and increasing the agreement amount by an aggregate of \$197,450.00 for a total not to exceed of \$803,424.25.

Reason for Recommendation:

General Services, Procurements and Contracts Division, issued a "Request for Statement of Interest and Qualifications for Airport Consulting, Engineering Services" (RFQ #03-918-010) on September 4, 2002 with a closing date for responses on October 9, 2002. An Evaluation/Selection Committee was established to review the six qualified responses. After careful consideration of all submittals, the evaluating team selected Mr. Reinard W. Brandley as the most qualified candidate to provide airport related engineering services for El Dorado County over the next five years.

On May 13, 2003, Item #20, the Board of Supervisors signed Agreement #625-S0311 with Reinard W. Brandley for services in support of the El Dorado County Airports. The agreement had an initial not-to-exceed amount of \$80,200.00 and an expiration date of November 13, 2004 for the project to reconstruct and light the runway at the Georgetown Airport.

On December 2, 2003, Item #6 the Board approved Amendment I to Agreement #625-S0311, for performance of services related to Airport Master Plan Up Date Studies for both Placerville and Georgetown Airports for an increased amount of \$427,000.00 with a total not to exceed amount of \$507,200.00.

On November 9, 2004, Item #5, the Board approved Amendment II to the Agreement #625-S0311. This Amendment extended the Original Agreement for services for an additional period of three years to November 13, 2007.

On June 21, 2005, Item #21 the Board approved Amendment III providing for Engineering Design and Inspection services needed for installation of Precision Approach Path Indicator (PAPI), Security Gates and Fencing to secure and protect the operations areas at Georgetown Airport under Federal Aviation Administration Grant for an increased amount of \$38,000.00 amending the total not to exceed to \$545,200.00.

On October 4, 2005, Item #21 the Board approved Amendment IV providing for Engineering, Design and Inspection services for Placerville Airport, Crack Repair, Slurry Seal of Runway 5/23, Taxi-ways and General Aviation ramp under Federal Aviation Administration Grant for an increased amount of \$35,000.00, amending total not to exceed to \$580,200.00.

On August 15, 2006, Item # 18 the Board approved Amendment V, which provided for payment of unanticipated costs associated with engineering, environmental, and inspection services necessary for the Georgetown, Reconstruct and Light Runway 16/34 Phase III which increases the contract amount by \$26,074.25, for a total not to exceed of \$606,274.25.

General Services is now asking the Board to approve Amendment VI (Attachments H, I and J) which provides for Engineering, Design & Inspection services needed for the Georgetown Airport Crack Repair, Slurry Seal and Remark of Operations Ramp and Taxiways (Attachment "H"), and the Placerville Airport Relocation of Thresholds, Runways 23 and 5, Phase One of Runway Lighting Rehabilitation (Attachment "I") and the Obstruction Removal for Runway 23 (Attachment "J").

The Officer or employee with responsibility for administering this Agreement is Jordan Postlewait, Manager of Airports, Parks and Grounds, or successor.

Fiscal Impact:

Under two separate Board agenda items for August 15, 2006, General Services received the Board's approval for two Federal Aviation Administration, Airport Improvement Program grants, one for \$297,000.00 the other for \$236,900.00. These new grants will fund 95% of the Amendments costs for attachments "H" and "I", or \$61,418.00, with the remaining funding applied to construction. A previous FAA Grant, Board approved on July 13, 2004, will fund 95% of Attachment "J" or \$126,160.00. The remaining 5% or \$9,872.00 (total for all three projects) will be funded by the combination of pending State Cal-Trans Grants and local match funds from the Community Enhancement Fund (Non-General Fund).

Action to be Taken Following Approval:

Board Clerk's office will forward the executed amendment to General Services for distribution, and administration.

Respectfully submitted,



Joanne M. Narloch
Director

JMN: mhb

ORIGINAL

AGREEMENT FOR ENGINEERING SERVICES #625-S0311 AMENDMENT VI

This Amendment VI to that Agreement for Engineering Services #625-S0311, 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/or "Owner"), and Reinard W. Brandley, a Civil Engineer, duly qualified to conduct business in the State of California, whose principal place of business is 6125 King Road, Suite 201, Loomis, CA 95650 (hereinafter referred to as "Engineer" and/or "Contractor");

WITNESSETH

WHEREAS, Engineer has been engaged by County to provide engineering services necessary for the El Dorado County Airport Facilities for the Department of General Services, Airports, Parks and Grounds Division, in accordance with Agreement for Engineering Services #625-S0311 dated May 13, 2003, Amendment I dated December 2, 2003, Amendment II dated November 9, 2004, Amendment III dated June 21, 2005, Amendment IV dated October 4, 2005, and Amendment V dated August 15, 2006, incorporated herein and made by reference a part hereof.

WHEREAS, both parties hereto have mutually agreed to increase the Scope of Work, amending **ARTICLE 1 – 1.2 Project Description; ARTICLE 3 – 3.1.2 & 3.1.3 – Cost of the Work;** and

WHEREAS, both parties hereto have mutually agreed to include as part of that Agreement for Engineering Services #625-S0311 Attachment I, incorporated herein and made by reference a part hereof.

NOW THEREFORE, both parties do hereby agree that Agreement for Engineering Services 625-S0311 shall be amended a sixth time to read as follows:

ARTICLE 1

- 1.2.** Engineer shall diligently and expeditiously perform all necessary services to accomplish the tasks described in the "Scope of Services" as more fully described in Exhibit "A", Exhibit "A-I", Exhibit "D", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H", Exhibit "I" and Exhibit "J", incorporated herein and made by reference a part hereof.
- 3.1.2** Compensation for Services: For Services provided herein, County agrees to pay Engineer in accordance with Exhibit "A", Exhibit "A-I", Exhibit "D", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H", Exhibit "I", and Exhibit "J", marked "Scope of Services". Payments shall be made within thirty (30) days following County's receipt and approval

of invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "A", Exhibit "A-I", Exhibit "D", Exhibit "E", Exhibit "F", Exhibit "G", Exhibit "H", Exhibit "I", and Exhibit "J", marked "Scope of Services", Revised Exhibit "B", marked "Schedule of Charges", and Exhibit "C", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

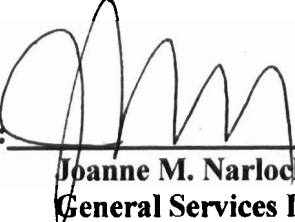
3.1.3 The total payment under this Agreement to Engineer, as amended, SHALL NOT EXCEED EIGHT HUNDRED THREE THOUSAND FOUR HUNDRED TWENTY FOUR AND 25/100 DOLLARS (\$803,424.25).

Except as herein amended, all other parts and sections of that Agreement for Engineering Services #625-S0311 shall remain unchanged and in full force and effect.

CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 9/6/06
Jordan Postlewait, Airports, Parks and Grounds Manager
General Services Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: _____
Joanne M. Narloch, Director
General Services Department

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

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

**Chairman
Board of Supervisors
"County"**

**ATTEST:
Cindy Keck
Clerk of the Board of Supervisors**

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

Dated: September 13, 2006

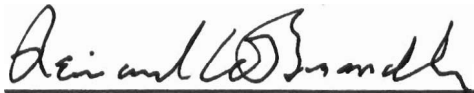
By: 
**Reinard W. Brandley
Civil Engineer
"Contractor"**

EXHIBIT “H”

SCOPE OF SERVICES

Georgetown Airport

Crack Repair and Slurry Seal Apron and Hangar Taxiways

Project

This project covered by Amendment VI shall include the following work at Georgetown Airport:

- Crack repair and slurry seal the tie down apron, tee hangar taxiways, and airport taxiways.

Scope

1. Perform environmental studies necessary to obtain categorical Exclusion.
2. Perform detailed crack survey on all pavements in the project area.
3. Perform complete engineering design and prepare complete construction plans and specifications, engineer’s estimate, engineering reports and as-built plans for the proposed project.
4. Furnish all resident engineering, inspection, supervision and testing services required during construction of the project.
5. Update Airport Layout to reflect improvements made.

Compensation

1. Environmental Studies – Categorical Exclusion - \$600
2. Crack Survey - \$3,000
3. **Engineering design, including preparation of plans and specifications, engineering reports, periodic construction surveillance, and preparation of final as-built plans - \$12,000**
4. Resident engineering and construction supervision – standard hourly rates as shown in Revised Exhibit “B”. The total fee for resident engineering, testing and inspection shall not exceed \$10,000.

Total amount of this Exhibit “H” shall not exceed \$25,600, inclusive of all expenses.

Eighty percent of the design fee will be payable upon completion of the plans and specifications, and the remaining portion will be payable upon completion of construction.

The fee for resident engineering and construction supervision will be payable on a monthly basis based upon work completed during that period.

Time of Completion

Upon fully executed Amendment VI, Engineer shall begin immediately on the work assigned and shall complete all work included in Exhibit "H" within sixty (60) calendar days thereof.

Resident Engineer's Office

County shall provide at no cost to Engineer enclosed space at the Airport with running water and electricity to serve as an office and laboratory by the Resident Engineer during the construction phase of the project.

EXHIBIT "I"

SCOPE OF SERVICES Placerville Airport Slurry Seal Runway Ends Runway 23 Remark Thresholds Runway 5 and 23 Replace MIRL Runway 5-23

Project

This project covered by Amendment VI shall include the following work at Placerville Airport:

- Removal of existing markings, slurry sealing of the runway, remarking of the displaced thresholds at the end of the runway, and installing new medium intensity runway lights on Runway 5-23.

Scope

1. Perform detailed topographic surveys of project.
2. Environmental studies required for Categorical Exclusion (Cat Ex)
3. Perform complete engineering design and prepare complete construction plans and specifications, engineer's estimates, engineering reports and as-built plans for the proposed project.
4. Furnish all resident engineering, inspection, supervision and testing services required during construction of the project.
5. Update Airport Layout to reflect improvements made.

Compensation

1. Topographic Surveys - \$4,300
2. Environmental Studies – Categorical Exclusion - \$750
3. Engineering design, including preparation of plans and specifications, engineering reports, periodic construction surveillance, and preparation of final as-built plans - \$16,000
4. Resident engineering and construction supervision – standard hourly rates as shown in Revised Exhibit "B". The total fee for resident engineering, testing and inspection shall not exceed \$18,000.

Total amount of this Exhibit "I" shall not exceed \$39,050, inclusive of all expenses.

Eighty percent of the design fee will be payable upon completion of the plans and specifications, and the remaining portion will be payable upon completion of construction.

The fee for resident engineering and construction supervision will be payable on a monthly basis based upon work completed during that period.

Time of Completion

Upon fully executed Amendment VI, Engineer shall begin immediately on the work assigned and shall complete all work included in Exhibit "I" within sixty (60) calendar days thereof.

Resident Engineer's Office

County shall provide at no cost to Engineer enclosed space at the Airport with running water and electricity to serve as an office and laboratory by the Resident Engineer during the construction phase of the project.

EXHIBIT "J"

SCOPE OF SERVICES Placerville Airport Obstruction Removal

Project

This project covered by Amendment VI shall include the following work at Placerville Airport:

- Construction of Obstruction Removal on Northeast End of Runway 15-33 including site preparation of Northeast Hangar Development Area – Phase I.

Scope

1. Perform detailed topographic surveys of project.
2. Conduct detailed geotechnical studies to determine grading requirements and pavement section.
3. Environmental studies required for Categorical Exclusion (Cat Ex)
3. Perform complete engineering design and prepare complete construction plans and specifications, engineer's estimates, engineering reports and as-built plans for the proposed project.
4. Furnish all resident engineering, inspection, supervision and testing services required during construction of the project.
5. Update Airport Layout to reflect improvements made.

Compensation

1. Topographic Surveys - \$8,000
2. Geotechnical Studies and Pavement Design Studies - \$5,000
3. Environmental Studies – Categorical Exclusion - \$8,800
4. Preliminary design and preparation of preliminary plans for access road from existing aircraft parking apron to Northeast Hangar Development Area - \$12,000
5. Engineering design, including preparation of plans and specifications, engineering reports, periodic construction surveillance, and preparation of final as-built plans - \$48,000
4. Resident engineering and construction supervision – standard hourly rates as shown in Revised Exhibit "B". The total fee for resident engineering, testing and inspection shall not exceed \$51,000.

Total amount of this Exhibit "J" shall not exceed \$132,800, inclusive of all expenses.

Eighty percent of the design fee will be payable upon completion of the plans and specifications, and the remaining portion will be payable upon completion of construction.

The fee for resident engineering and construction supervision will be payable on a monthly basis based upon work completed during that period.

Time of Completion

Upon fully executed Amendment VI, Engineer shall begin immediately on the work assigned and shall complete all work included in Exhibit "J" within one hundred (100) calendar days thereof.

Resident Engineer's Office

County shall provide at no cost to Engineer enclosed space at the Airport with running water and electricity to serve as an office and laboratory by the Resident Engineer during the construction phase of the project.

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Engineer or subconsultant who is unable to certify to the above. If the Engineer knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Engineer shall provide immediate written notice to the sponsor if the Engineer learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Engineer or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TERMINATION OF CONTRACT

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs

otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Engineer's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION**

The Engineer certifies, by acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this contract.

COPY

AGREEMENT FOR ENGINEERING SERVICES #625-S0311
AMENDMENT V

This Amendment V to that Agreement for Engineering Services #625-S0311, 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/or "Owner"), and Reinard W. Brandley, a Civil Engineer, duly qualified to conduct business in the State of California, whose principal place of business is 6125 King Road, Suite 201, Loomis, CA 95650 (hereinafter referred to as "Engineer" and/or "Contractor");

WITNESSETH

WHEREAS, Engineer has been engaged by County to provide engineering services necessary for the El Dorado County Airport Facilities for the Department of General Services, Airports, Parks and Grounds Division, in accordance with Agreement for Engineering Services #625-S0311 dated May 13, 2003, Amendment I dated December 2, 2003, Amendment II dated November 9, 2004, Amendment III dated June 21, 2005 and Amendment IV dated October 4, 2005, incorporated herein and made by reference a part hereof.

WHEREAS, both parties hereto have mutually agreed to increase the Scope of Work, amending **ARTICLE 1 – 1.2 Project Description; ARTICLE 3 – 3.1.2 & 3.1.3 – Cost of the Work;** and

WHEREAS, both parties hereto have mutually agreed to amend **ARTICLE 7.12.1 – Notice to Parties.**

NOW THEREFORE, both parties do hereby agree that Agreement for Engineering Services 625-S0311 shall be amended a fifth time to read as follows:

ARTICLE 1

1.2. Engineer shall diligently and expeditiously perform all necessary services to accomplish the tasks described in the "Scope of Services" as more fully described in Exhibit "A", Exhibit "A-I", Exhibit "D", Exhibit "E", Exhibit "F", and Exhibit "G" incorporated herein and made by reference a part hereof.

3.1.2 Compensation for Services: For Services provided herein. County agrees to pay Engineer in accordance with Exhibit "A", Exhibit "A-I", Exhibit "D", Exhibit "E", Exhibit "F", and Exhibit "G", marked "Scope of Services". Payments shall be made within thirty (30) days following County's receipt and approval of invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit

3.1.2 "A", Exhibit "A-I", Exhibit "D", Exhibit "E", Exhibit "F" and Exhibit "G", marked "Scope of Services", Revised Exhibit "B", marked "Schedule of Charges", and Exhibit "C", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

3.1.3 The total payment under this Agreement to Engineer, as amended, SHALL NOT EXCEED SIX HUNDRED SIX THOUSAND TWO HUNDRED SEVENTY FOUR AND 25/100 DOLLARS (\$606,274.25).

7.12 NOTICE TO PARTIES

7.12.1 The Owner Officer or employee with responsibility for administering this Agreement is Jordan Postlewait, Airports, Parks and Grounds Manager, General Services Department, or successor. All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto shall be effected by the mailing thereof by, return receipt requested, postage prepaid and addressed as follows:

OWNER: El Dorado County
General Services Department
Attn.: Joanne M. Narloch, Director
345 Fair Lane
Placerville, CA 95667

or to such other location as the Owner directs.

ENGINEER: Reinard W. Brandley
6125 King Road, Suite 201
Loomis, CA 95650


or to such other location as the Engineer directs.

Except as herein amended, all other parts and sections of this Agreement for Engineering Services #625-S0311 shall remain unchanged and in full force and effect.

CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 7/25/04
Jordan Postlewait, Airports, Parks and Grounds Manager
General Services Department


REQUESTING DEPARTMENT HEAD CONCURRENCE:

By:  Dated: 8/15/06
Joanne M. Narloch, Interim Director
General Services Department


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

-- COUNTY OF EL DORADO --

Dated: 8/15/06

By: 
JAMES R. STEENEY Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By:  Date: 8/15/06
Deputy Clerk

-- CONTRACTOR --

Dated: 8-15-06

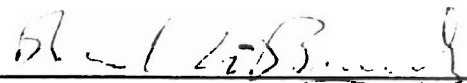
By: 
Reinard W. Brandley
Civil Engineer
"Contractor"

EXHIBIT "A-I"

SCOPE OF SERVICES Georgetown Airport RECONSTRUCT AND LIGHT RUNWAY 16-34 – EXTRA WORK

Project

The project covered by this Amendment V shall include the following additional work at Georgetown Airport:

Categorical Exclusion
Biological Surveys, Wetlands Determinations, Cultural Resource Evaluation
Additional Services: Resident Engineering, Testing and Inspection

Scope:

The scope of work covered by this Amendment V shall include the following:

1. Prepare Categorical Exclusion under FAA guidelines.
2. Complete biological surveys, wetland determination, and cultural resource evaluation under FAA guidelines.
3. Furnish all resident engineering, inspection, supervision and testing services required during construction of the project.
4. Update Airport Layout to reflect improvements made in this contract.

Compensation:

1. Categorical Exclusion - \$7,852.11
2. Biological Surveys, Wetland Determination, Cultural Resource Evaluation - \$4,741.76.
3. Resident engineering and construction supervision – standard hourly rates as include in Agreement for Engineering Services #625-S031. The total additional fee for resident engineering, testing and inspection shall be \$13,480.38.

The total amount of this Amendment V shall not exceed \$26,074.25, inclusive of all expenses.

County agrees to pay Engineer the lump sum payment of \$26,074.25 within thirty (30) days following completion of work and the County's receipt and approval of itemized invoice(s) identifying serviced rendered.

COPY

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AGREEMENT FOR ENGINEERING SERVICES #625-S0311
AMENDMENT IV

This Amendment IV to that Agreement for Engineering Services #625-S0311, 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/or "Owner"), and Reinard W. Brandley, a Civil Engineer, duly qualified to conduct business in the State of California, whose principal place of business is 6125 King Road, Suite 201, Loomis, CA 95650 (hereinafter referred to as "Engineer" and/or "Contractor");

WITNESSETH

WHEREAS, Engineer has been engaged by County to provide engineering services necessary for the El Dorado County Airport Facilities for the Department of General Services, Airports, Parks and Grounds Division; and

WHEREAS, both parties hereto have mutually agreed to increase the Scope of Work, amending **ARTICLE 1 – 1.2 Project Description; ARTICLE 3 – 3.1.2 & 3.1.3 – Cost of the Work.**

NOW THEREFORE, both parties do hereby agree that Agreement for Engineering Services 625-S0311 shall be amended a fourth time to read as follows:

ARTICLE 1

- 1.2.** Engineer shall diligently and expeditiously perform all necessary services to accomplish the tasks described in the "Scope of Services" as more fully described in Exhibit "A", Exhibit "D", Exhibit "E", Exhibit "F", and Exhibit "G" incorporated herein and made by reference a part hereof.
- 3.1.2** Compensation for Services: For Services provided herein, County agrees to pay Engineer in accordance with Exhibit "A", Exhibit "D", Exhibit "E", Exhibit "F", and Exhibit "G", marked "Scope of Services". Payments shall be made within thirty (30) days following County's receipt and approval of invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "A", Exhibit "D", Exhibit "E", Exhibit "F" and Exhibit "G", marked "Scope of Services", Revised Exhibit "B", marked "Schedule of Charges", and Exhibit "C", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.
- 3.1.3** The total payment under this Agreement to Engineer, as amended, SHALL NOT EXCEED FIVE HUNDRED EIGHTY THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$580,200.00).

3,000

Except as herein amended, all other parts and sections of this Agreement for Engineering Services #625-S0311 shall remain unchanged and in full force and effect.

CONTRACT ADMINISTRATOR CONCURRENCE:

By: David Nicolls Dated: 9-22-05
David Nicolls, Airport Supervisor
Airports, Parks and Grounds Division
General Services Department

REQUESTING DEPARTMENT CONCURRENCE:

By: Keith C. Leech Dated: 9-23-05
Keith C. Leech, Director
General Services Department

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

— COUNTY OF EL DORADO —

Dated: 10-4-05


By: Charlie Paine
CHARLIE PAINE Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: Deborah Taylor Date: 10-4-05
Deputy Clerk

-- CONTRACTOR --

Dated: September 21, 2005

By: 

Brandley
Civil Engineer
"Contractor"

REVISED EXHIBIT "B"

**REINARD W. BRANDLEY
SCHEDULE OF CHARGES**

Standard Hourly Rates:

Reinard W. Brandley	\$200/Hour
Resident Engineer	\$90/Hour
Junior Engineer	\$70/Hour
Senior Inspector	\$80/Hour
Junior Inspector	\$60/Hour
Testing Technician	\$60/Hour
Per Diem	\$140/Day
Vehicle Rental	\$25/Day + \$0.35/Mile
Laboratory Rental	\$200/Month
Survey Equipment Rental	\$200/Month
In-house Laboratory Tests and Mix Designs	Standard Rates
Testing Laboratory Services by Outside Laboratory	Cost + 10 percent

EXHIBIT "G"

SCOPE OF SERVICES Placerville Airport CRACK REPAIR AND SLURRY SEAL RUNWAY 5-23, TAXIWAYS, AND GENERAL AVIATION APRON

Project

The project covered by this Amendment IV shall include the following work at Placerville Airport:

- Crack repair and slurry seal portions of Runway 5-33, all taxiways and the general aviation aircraft parking apron.

Scope:

The scope of work covered by this Amendment IV shall include the following:

1. Perform detailed crack survey on all pavements in the project area.
2. Perform complete engineering design and prepare complete construction plans and specifications, engineer's estimates, engineering reports and as-built plans for the proposed project.
3. Furnish all resident engineering, inspection, supervision and testing services required during construction of the project.
4. Update Airport Layout to reflect improvements made in this contract.

Compensation:

1. Crack Survey - \$1,000
2. Engineering design, including preparation of plans and specifications, engineering reports, periodic construction surveillance, and preparation of final as-built plans - \$18,000
3. Resident engineering and construction supervision - standard hourly rates as shown below. The total fee for resident engineering, testing and inspection shall not exceed \$16,000 without prior approval of County

Total amount of this Amendment IV shall not exceed \$35,000, inclusive of all expenses.

Eighty percent (80%) of the design fee shall be payable upon completion of the plans and specifications, and the remaining portion (20%) shall be payable upon completion of construction.

Resident engineering and construction supervision will be payable on a monthly basis based upon work completed during that period.

Time of Completion:

- Upon fully executed Amendment IV, Engineer shall begin immediately on the work assigned and shall complete all work included in Exhibit "G" within forty-five (45) calendar days thereof.

Resident Engineer's Office

- County shall provide, at no cost to Engineer, enclosed space at the Airport with running water and electricity to serve as an office and laboratory by the Resident Engineer during the construction phase of the project.

COPY

AGREEMENT FOR ENGINEERING SERVICES #625-S0311
AMENDMENT III

This Amendment III to that Agreement for Engineering Services #625-S0311, 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/or "Owner"), and Reinard W. Brandley, a Civil Engineer, duly qualified to conduct business in the State of California, whose principal place of business is 6125 King Road, Suite 201, Loomis, CA 95650 (hereinafter referred to as "Engineer" and/or "Contractor");

WITNESSETH

WHEREAS, Engineer has been engaged by County to provide engineering services necessary for the El Dorado County Airport Facilities for the Department of General Services, Airports, Parks and Grounds Division; and

WHEREAS, both parties hereto have mutually agreed to increase the Scope of Work, amending **ARTICLE 1 – 1.2 Project Description; ARTICLE 3 – 3.1.2 & 3.1.3 – Cost of the Work** and;

WHEREAS, both parties hereto have mutually agreed to amend **ARTICLE 7.12.1 – Notice to Parties**.

NOW THEREFORE, both parties do hereby agree that Agreement for Engineering Services 625-S0311 shall be amended a third time to read as follows:

ARTICLE 1

- 1.2.** Engineer shall diligently and expeditiously perform all necessary services to accomplish the tasks described in the "Scope of Services" as more fully described in Exhibit "A", Exhibit "D", Exhibit "E" and Exhibit "F", incorporated herein and made by reference a part hereof.
- 3.1.2** Compensation for Services: For Services provided herein, County agrees to pay Engineer in accordance with Exhibit "A", Exhibit "D", Exhibit "E" and Exhibit "F", marked "Scope of Services". Payments shall be made within thirty (30) days following County's receipt and approval of invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "A", Exhibit "D", Exhibit "E" and Exhibit "F", marked "Scope of Services", Exhibit "B", marked "Schedule of Charges", and Exhibit "C", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

3.1.3 The total payment under this Agreement to Engineer, as amended, SHALL NOT EXCEED FIVE HUNDRED FORTY FIVE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$545,200.00).

7.12 NOTICE TO PARTIES

7.12.1 The Owner Officer or employee with responsibility for administering this Agreement is Michael Gray, Airports, Parks and Grounds Manager, General Services Department, or successor. All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto shall be effected by the mailing thereof by, return receipt requested, postage prepaid and addressed as follows:

OWNER: El Dorado County
General Services Department
Attn.: Keith C. Leech, Director
360 Fair Lane
Placerville, CA 95667


or to such other location as the Owner directs.

ENGINEER: Reinard W. Brandley
6125 King Road, Suite 201
Loomis, CA 95650

or to such other location as the Engineer directs.

Except as herein amended, all other parts and sections of this Agreement for Engineering Services #625-S0311 shall remain unchanged and in full force and effect.

CONTRACT ADMINISTRATOR CONCURRENCE:

By:  Dated: 5/6/05
Mike Gray, Manager
Airports, Parks and Grounds Division
General Services Department

REQUESTING DEPARTMENT CONCURRENCE:

By:  Dated: 5/10/05
Keith C. Leech, Director
General Services Department

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

-- COUNTY OF EL DORADO --

Dated: 10/21/05

By: Charlie Paine
CHARLIE PAINE Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: [Signature] Date: 10/21/05
Deputy Clerk

-- CONTRACTOR --

Dated: 5-12-05

By: [Signature]
Reinard W. Brandley
Civil Engineer
"Contractor"

EXHIBIT "F"

SCOPE OF SERVICES Georgetown Airport Construction of Security Fence/Installation of 2-Box PAPI

Scope:

- Perform detailed topographic surveys of project;
- Perform complete engineering design and prepare complete construction plans and specifications, engineer's estimates, engineering reports, and as-built plans for the proposed project;
- Furnish all resident engineering, inspection, supervision and testing services required during construction of the project; and
- Update Airport Layout to reflect improvements made in this Agreement.

Compensation:

- Topographic Surveys - \$1,000
- Engineering design, including preparation of plans and specifications, engineering reports, periodic construction surveillance, and preparation of final as-built plans - \$18,000
- Resident engineering and construction supervision – standard hourly rates as per Exhibit "B", not to exceed - \$19,000

Total amount for Exhibit "F" shall not exceed \$38,000, inclusive of all expenses.

Eighty percent (80%) of the design fee shall be payable upon completion of the plans and specifications, and the remaining portion (20%) shall be payable upon completion of construction.

Resident engineering and construction supervision shall be payable on a monthly basis based upon work completed during that period.

Time of Completion:

- Upon fully executed Amendment III, Engineer shall begin immediately on the work assigned and shall complete all work included in Exhibit "F" forty-five (45) calendar days thereof.

Resident Engineer's Office:

- County shall provide, at no cost to Engineer, enclosed space at the Airport with running water and electricity to serve as an office and laboratory by the Resident Engineer during the construction phase of the project.

COPY



AGREEMENT FOR ENGINEERING SERVICES #625-S0311
AMENDMENT II

This Amendment II to that Agreement for Engineering Services #625-S0311, 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/or "Owner"), and Reinard W. Brandley, a Civil Engineer, duly qualified to conduct business in the State of California, whose principal place of business is 6125 King Road, Suite 201, Loomis, CA 95650 (hereinafter referred to as "Engineer" and/or "Contractor");

WITNESSETH

WHEREAS, Engineer has been engaged by County to provide engineering services necessary for the El Dorado County Airport Facilities for the Department of General Services, Airports, Parks and Grounds Division in accordance with Agreement #625-S0311 dated May 13, 2003 and Amendment I dated December 2, 2003; and

WHEREAS, both parties hereto have mutually agreed to extend the term of said Agreement for three (3) additional years with no increase in compensation, amending **ARTICLE 1 – 5.3.1**.

NOW THEREFORE, both parties do hereby agree that Agreement for Engineering Services 625-S0311 shall be amended a second time to read as follows:

5.3.1 This Agreement, as amended, shall become effective when fully executed by both parties hereto and shall cover the period of May 13, 2003 through November 13, 2007.

Except as herein amended, all other parts and sections of this Agreement for Engineering Services #625-S0311 shall remain unchanged and in full force and effect.

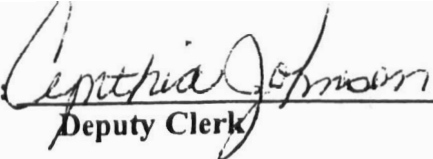
IN WITNESS WHEREOF, the parties hereto have executed this amendment the day and year first below written.

--- COUNTY OF EL DORADO ---

Dated: 11-9-04

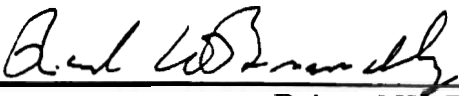
By: 
RUSTY DUPRAY Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By:  Date: 11-9-04
Deputy Clerk

-- CONTRACTOR --

Dated: Nov. 3, 2004

By: 
Reinard W. Brandley
Civil Engineer
"Contractor"

COPY

6

AGREEMENT FOR ENGINEERING SERVICES #625-S0311
AMENDMENT I

This Amendment I to that Agreement for Engineering Services #625-S0311, 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/or "Owner"), and Reinard W. Brandley, a Civil Engineer, duly qualified to conduct business in the State of California, whose principal place of business is 6125 King Road, Suite 201, Loomis, CA 95650 (hereinafter referred to as "Engineer" and/or "Contractor");

WITNESSETH

WHEREAS, Engineer has been engaged by County to provide engineering services necessary for the El Dorado County Airport Facilities for the Department of General Services, Airports, Parks and Grounds Division; and

WHEREAS, both parties hereto have mutually agreed to increase the Scope of Work, amending ARTICLE 1 - 1.2 Project Description; ARTICLE 3 - 3.1.2 & 3.1.3 - Cost of the Work and;

WHEREAS, both parties hereto have mutually agreed to amend ARTICLE 7.12.1 - Notice to Parties.

NOW THEREFORE, both parties do hereby agree that Agreement for Engineering Services 625-S0311 shall be amended a first time to read as follows:

ARTICLE 1

- 1.2. Engineer shall diligently and expeditiously perform all necessary services to accomplish the tasks described in the "Scope of Services" as more fully described in Exhibit "A", Exhibit "D" and Exhibit "E", incorporated herein and made by reference a part hereof.
- 3.1.2 Compensation for Services: For Services provided herein, County agrees to pay Engineer in accordance with Exhibit "A", Exhibit "D" and Exhibit "E", marked "Scope of Services". Payments shall be made within thirty (30) days following County's receipt and approval of invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "A", Exhibit "D" and Exhibit "E", marked "Scope of Services", Exhibit "B", marked "Schedule of Charges", and Exhibit "C", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.

3.1.3 The total payment under this Agreement, as amended, to Engineer SHALL NOT EXCEED FIVE HUNDRED SEVEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$507,200.00).

7.12 NOTICE TO PARTIES

7.12.1 The Owner Officer or employee with responsibility for administering this Agreement is Michael Gray, Airports, Parks and Grounds Manager, General Services Department, or successor. All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto shall be effected by the mailing thereof by, return receipt requested, postage prepaid and addressed as follows:

OWNER: El Dorado County
General Services Department
Attn.: George W. Sanders, Interim Director
360 Fair Lane
Placerville, CA 95667

or to such other location as the Owner directs.

ENGINEER: Reinard W. Brandley
6125 King Road, Suite 201
Loomis, CA 95650

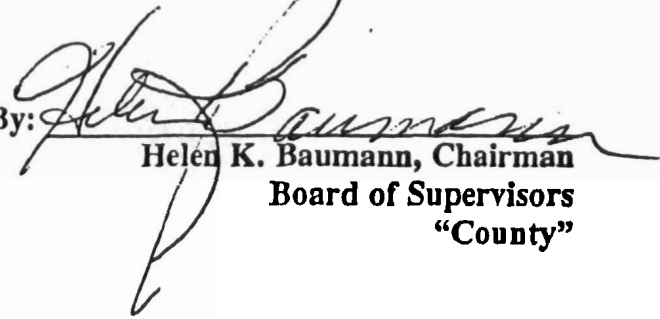
or to such other location as the Engineer directs.

Except as herein amended, all other parts and sections of this Agreement for Engineering Services #625-S0311 shall remain unchanged and in full force and effect.

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

-- COUNTY OF EL DORADO --

Dated: 12-2-03

By: 
Helen K. Baumann, Chairman
Board of Supervisors
"County"

ATTEST:
Dixie L. Foote, Clerk
of the Board of Supervisors

By:  Date: 12-2-03
Deputy Clerk

-- CONTRACTOR --

Dated: 11/17/03

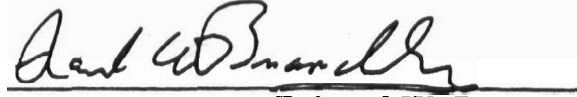
By: 
Reinard W. Brandley
Civil Engineer
"Contractor"

EXHIBIT "D"

SCOPE OF SERVICES

Georgetown Airport

Airport Master Plan Update Study & Environmental Baseline Studies

Scope:

1. Airport Master Plan Update Study

A. Scoping:

- Topographic Surveys
- Geotechnical Studies

B. Airport Requirements:

- Inventory Existing airport
- Forecasts of Aviation Demands
- Demand Capacity Analysis
- Facility Requirements Determination

C. Airport Plans:

- Airport Layout Plan
- Terminal Area Plan
- Approach Plan and Profile
- Land Use Plan

D. Hearings, Reports and Engineering:

- Preliminary Engineering Design
- Engineer's Estimate of Development and Financial Analysis
- Airport Master Plan Update Report
- Hearings and Meetings
- Application for AIP Funding

2. Environmental Baseline Study

A. Briefly describe compatible land use.

B. Conduct a literature review for historic, archaeological, and cultural resources.

C. Briefly describe the project area's biotic communities.

D. Conduct a literature search and preliminary field survey for endangered and threatened species of flora and fauna.

- E. Determine the potential for the occurrence of wetlands.
- F. Briefly summarize any other environmental issues that could be considered highly controversial.
- G. Establish the scope and description of issues to be addressed in the detailed Environmental Assessment Report.

Compensation:

- 1. Topographic Surveys - \$25,000
- 2. Geotechnical Studies and Pavement Design Studies, Pavement Management Plan - \$30,000
- 3. Airport Master Plan Update Study - \$134,000, broken out as follows:
 - A. Scope Project - \$3,500
 - B. Inventory Existing Facilities - \$5,000
 - C. Forecasts and Aviation Demands - \$12,000
 - D. Demand/Capacity Analysis - \$8,000
 - E. Facility Requirements/Determination - \$8,000
 - F. Alternatives - \$4,500
 - G. Airport Plans - \$30,000
 - H. Preliminary Engineering Design - \$24,000
 - I. Engineer's Estimate - \$10,000
 - J. Financial Analysis - \$6,000
 - K. Engineer's Report - \$7,000
 - L. Hearings and Meetings - \$10,000
 - M. Project Coordination - \$6,000
- 4. Environmental Baseline Studies - \$30,000

Total amount for Exhibit "D" shall not exceed \$219,000, inclusive of all expenses.

Engineering fee to be payable on a monthly basis based upon work completed during that period.

Time of Completion:

- Upon fully executed Amendment I, Engineer shall begin immediately on the work assigned and shall complete all work included in Exhibit "D" within eight (8) months thereof.

EXHIBIT "E"

SCOPE OF SERVICES

Placerville Airport

Airport Master Plan Update Study & Environmental Baseline Studies

Scope:

1. Airport Master Plan Update Study

A. Scoping:

- Topographic Surveys
- Geotechnical Studies

B. Airport Requirements:

- Inventory Existing airport
- Forecasts of Aviation Demands
- Demand Capacity Analysis
- Facility Requirements Determination

C. Airport Plans:

- Airport Layout Plan
- Terminal Area Plan
- Approach Plan and Profile
- Land Use Plan

D. Hearings, Reports and Engineering:

- Preliminary Engineering Design
- Engineer's Estimate of Development and Financial Analysis
- Airport Master Plan Update Report
- Hearings and Meetings
- Application for AIP Funding

2. Environmental Baseline Study

A. Briefly describe compatible land use.

B. Conduct a literature review for historic, archaeological, and cultural resources.

C. Briefly describe the project area's biotic communities.

D. Conduct a literature search and preliminary field survey for endangered and threatened species of flora and fauna.

- E. Determine the potential for the occurrence of wetlands.
- F. Briefly summarize any other environmental issues that could be considered highly controversial.
- G. Establish the scope and description of issues to be addressed in the detailed Environmental Assessment Report.

Compensation:

- 1. Topographic Surveys - \$30,000
- 2. Geotechnical Studies and Pavement Design Studies, Pavement Management Plan - \$25,000
- 3. Airport Master Plan Update Study - \$133,000, broken out as follows:
 - A. Scope Project - \$3,500
 - B. Inventory Existing Facilities - \$5,700
 - C. Forecasts and Aviation Demands - \$11,000
 - D. Demand/Capacity Analysis - \$8,000
 - E. Facility Requirements/Determination - \$8,000
 - F. Alternatives - \$4,000
 - G. Airport Plans - \$30,000
 - H. Preliminary Engineering Design - \$23,800
 - I. Engineer's Estimate - \$10,000
 - J. Financial Analysis - \$6,000
 - K. Engineer's Report - \$7,000
 - L. Hearings and Meetings - \$10,000
 - M. Project Coordination - \$6,000
- 4. Environmental Baseline Studies - \$20,000

Total amount for Exhibit "E" shall not exceed \$208,000, inclusive of all expenses.

Engineering fee to be payable on a monthly basis based upon work completed during that period.

Time of Completion:

- Upon fully executed Amendment I, Engineer shall begin immediately on the work assigned and shall complete all work included in Exhibit "E" within eight (8) months thereof.

COPY

AGREEMENT FOR ENGINEERING SERVICES #625-S0311

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/or "Owner") and Reinard W. Brandley a Civil Engineer, duly qualified to conduct business in the State of California, whose principal place of business is 6125 King Road, Suite 201, Loomis, CA 95650 (hereinafter referred to as "Engineer" and/or "Contractor");

WHEREAS, Owner has determined that it is necessary to obtain an Engineer to provide engineering services necessary for the El Dorado County Airport Facilities for the Department of General Services, Airports, Parks and Grounds Division; and

WHEREAS, Engineer has represented to Owner 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, Owner has determined that the provision of such services provided by Engineer are in the public's best interest, 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, Owner and Engineer mutually agree as follows:

ARTICLE 1 PROJECT DESCRIPTION

- 1.1.** In general, the design Project is described as: Providing airport consulting engineering services for the El Dorado County Airport facilities for the General Services Department, Airports, Parks and Grounds Division.
- 1.2.** Engineer shall diligently and expeditiously perform all necessary services to accomplish the tasks described in the "Scope of Services" as more fully described in Exhibit "A" incorporated herein and made by reference a part hereof.
- 1.3** As-built and/or future construction information shall be that as currently on file with the Engineer or as to be provided by other members of the Project Team as identified within the text of the Agreement.
- 1.4 PROJECT TEAM**
 - 1.4.1** The Owner's Designated Representative is: Michael Gray, Airports, Parks and Grounds Manager, and David Nicolls, Airports Operations Supervisor.

The persons or entities, in addition to the Owner's Designated Representative, who may be required to review the Engineer's submittals to the Owner are: El Dorado County Department of Transportation and Federal Aviation Administration.

1.4.2 The Engineer's Designated Representative is: Reinard W. Brandley, Civil Engineer

ARTICLE 2 RESPONSIBILITIES OF THE PARTIES

2.1 OWNER

2.1.1 The Owner shall inform the Engineer in writing of changes in the Cost of Work.

2.1.2 The Owner's Designated Representative identified in Paragraph 1.4.1. shall be authorized to act on the Owner's behalf with respect to the Project.

2.2 ENGINEER

2.2.1 The Engineer hereby warrants and represents that Engineer is licensed to practice Engineering as required by the State of California. The Engineer is licensed by the State of California as a Civil Engineer, License Number 8044. The Engineer agrees to provide professional services that reflect the highest standards of professional care. If changes in a schedule are requested by the Owner or otherwise develop during the course of the Project that would require the Engineer to perform with a lesser standard of care in order to meet the schedule, it is solely the responsibility of the Engineer to notify the Owner in advance, in writing, that such deviation will be required and to provide the Owner the specific basis for the opinion. The Engineer shall not deviate to a lesser standard of care in the absence of an express written authorization by the Owner. This paragraph shall not be construed to authorize performance by the Engineer at a standard of care that is less than which is required by law or which is expected of Engineer's practicing under similar circumstances and conditions.

The Engineer warrants and represents that the fee stated herein is adequate and sufficient consideration for his provision of all professional services, including those of consulting Engineers and other Engineers, necessary for his complete performance in providing the complete Project, whether or not those services are individually expressed in this Agreement, the only exceptions to this being: (1) the cost of those extra and/or specialized services that may become necessary as a result in Project scope affecting the Engineer that has been approved and subject to a written Agreement between the Owner and the Engineer as provided under the terms and conditions of this Agreement.

2.2.2 The Engineer's Designated Representative identified in Paragraph 1.1.2.4. shall be authorized to act on the Engineer's behalf with respect to the Project.

2.2.3 The Engineer shall maintain the confidentiality of information of the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Engineer from establishing a claim or defense in an adjudicatory proceeding. The Engineer shall require of the Engineer's sub-consultants similar agreements to maintain the confidentiality of information of the Owner.

- 2.2.4** The Engineer shall not engage in any activity, or accept any employment, interest, or contribution, which could create the appearance of impropriety or business affairs or the risk of compromise of the Engineer's professional judgment, except upon the Owner's written consent after full disclosure by the Engineer of the relevant facts.
- 2.2.5** The Engineer shall review laws, codes, and regulations applicable to the Engineer's services. The Engineer shall report to the Owner the results of this review, specifying the scope thereof. The Engineer's performance and design, and those of his Engineer's shall conform to all applicable requirements imposed by governmental authorities having jurisdiction over the Project.
- 2.2.6** The Engineer shall review the information provided by the Owner for the completeness necessary to the performance of the Engineer's services. The Engineer shall provide prompt written notice to the Owner if the Engineer becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 3 SPECIAL PROVISIONS.

3.1 COST OF THE WORK

- 3.1.1** The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Engineer, which estimate and design have been previously approved in writing by the Owner.
- 3.1.2** Compensation for Services: For Services provided herein, County agrees to pay Engineer in accordance with Exhibit "A", marked "Scope of Services". Payments shall be made within thirty (30) days following County's receipt and approval of invoice(s) identifying services rendered. For the purposes of this Agreement, the billing rate shall be in accordance with Exhibit "A", marked "Scope of Services", Exhibit "B", marked "Schedule of Charges", and Exhibit "C", marked "Board of Supervisors Policy D-1", incorporated herein and made by reference a part hereof.
- 3.1.3** The total payment under this Agreement to Engineer SHALL NOT EXCEED EIGHTY THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$80,200.00).

For purposes hereof, billing shall be in accordance with the following:

- 3.1.4** Before Engineer submits invoice for professional services to the Owner, the Engineer shall prepare for the Owner's review and approval a comprehensive schedule of the performance of the Engineer's services and that of his Engineers. This schedule shall indicate dates of Owner's approvals, dates when specific information is required by the Engineer, and anticipated approval periods required for public authorities with jurisdiction over the Project. Whether or not deviations from the schedule have been authorized by the Owner, the Engineer shall update this schedule as necessary to reflect approved, and unavoidable deviations, and the probable impact of those deviations on the Project and the performance of Engineer's services. However, nothing in this section shall be construed as a waiver of the Owner's right to obtain full compliance by the Engineer to the approved schedule.

3.1.5 Other parameters are: all services rendered under this Agreement shall conform with Title 15, and Title 24 of the California Code of Regulations.

3.1.6 The County requires the Contractor's services on public works project(s) involving local and/or state funds to which prevailing wage requirements may apply. As a consequence, Contractor shall comply with all applicable State Prevailing Wage rates, statutes, rules, and regulations then in effect. The scale is on file at the El Dorado County Department of General Services, Facilities Design and Development Division.

3.2 INSTRUMENTS OF SERVICE

3.2.1 The Engineer hereby assigns to the Owner, without reservation, all copyrights to all Project-related documents, models, computer drawings and other electronic expression, photographs, and other expressions produced by the Engineer in accordance with this Agreement, including the designs, drawings and all drawings and specifications included in the Agreement documents for the Project. The Owner's obligation to pay the Engineer is expressly conditioned upon the Engineer's obtaining a valid written assignment from his Engineer's that obligate the Engineer to Owner as set forth herein, which copyrights the Engineer hereby assigns to the Owner.

3.2.2 The Owner in turn hereby grants to the Engineer a nonexclusive license to reproduce the documents for purposes relating directly to the Engineer's performance of this Project, for the Engineer's archival records, and for the Engineer's reproduction of drawings and photographs in the Engineer's materials provided the content of the materials, as to this Project as requested under this Agreement. No other Project-related documents may be produced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Engineer. This nonexclusive license shall terminate immediately upon the breach of this Agreement by the Engineer.

3.3 CHANGE IN SERVICES

3.3.1 Change in Services of the Engineer, including services required of the Engineer's Engineers, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Engineer's control, or if the Engineer's services are affected as described in Subparagraph 1.3.3.2. The Engineer shall notify the Owner in writing immediately upon the Engineer's determination that Changes in Service are needed and justified. The Engineer shall indicate in that notice (a) the scope of the change, (b) the reason for the change, (c) the party, if any, whose acts or omissions the Engineer believes resulted in the proposed change, (d) the estimated financial and schedule impacts of the change, and (e) a definite statement of fees due to the Engineer for professional services and expenses related to such change. In addition to any other remedies available to the Owner under this Agreement or under law, to the extent that the change was the result, in whole or in part, of error, omission, inconsistency, or lack of clarity in the Agreement documents or otherwise avoidable by full performance by the Engineer, the professional services required to implement the change shall be performed by the Engineer and his Engineers at no cost to the Owner.

- 3.3.2** Except as otherwise limited herein, if circumstances that are not addressed in this Agreement or that is reasonably within the scope of this Agreement result in a material increase in the scope of Engineer's services, the Engineer shall be entitled to a reasonable and appropriate adjustment in schedule and compensation. The Engineer shall not be compensated for services related to mediation, arbitration, or litigation in which the Engineer is a party.
- 3.3.3** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run on either the date of Substantial Completion (for acts or failures to act occurring prior to Substantial Completion of which the Owner was aware as a result of notice by the Engineer) or upon the Owner's discovery of damages to the Owner or the Project resulting in any part from the act or failure to act by the Engineer, whichever is later.
- 3.3.4** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Owner.
- 3.3.5** The Engineer shall have the right to include photographic or artistic representations of the design of the Project among the Engineer's promotional and professional materials. The Engineer shall be given reasonable access to the completed Project to make such representations. The Engineer may not assign Engineer's rights in this regard to any third persons or consultants.
- 3.3.6** The Owner and Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The services provided by the Engineer are, for the purposes of this Agreement, deemed to be personal services. The Engineer shall not make substantial changes in the Project without the written consent of the Owner, except for circumstances not in the Engineer's control. Nothing in this paragraph, however, shall be deemed to limit the Owner's right to terminate the Agreement as a result of a change in the Engineer's Project, which shall be deemed to be a justifiable termination for cause.

3.4 PAYMENTS TO THE ENGINEER

- 3.4.1** Unless noted otherwise in this Agreement, the Owner shall pay the Engineer for services properly rendered and for reimbursable within expenses in accordance with Section 3.1.2 through 3.16 herein.

3.5 AUDIT AND RECORD RETENTION

- 3.5.1** Engineer shall access to the Owner, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives to Engineer's books, documents, papers and records which pertain to or are directly pertinent to this Agreement, for the purpose of conducting audits, examinations, and transcription. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three years after completion of the Agreement, or final payment is made, whichever is later.

ARTICLE 4 DRAFTING SERVICES

- 4.1.** The drawings shall include scaled relationships among the Project components and shall include plans, sections, elevations profiles and details of the existing and/or proposed site improvements. All drawings to be of a scale and format, as identified by the Owner.

Much of the work will require coordination direction from the Owner. The Engineer is directly responsible for coordinating any and all meetings to keep the Project progressing forward in a reasonable fashion.

ARTICLE 5 SERVICES TO ADMINISTER AGREEMENT

5.1 SUBMITTALS

- 5.1.1** The Engineer shall review all drawings for compliance and coordination with the Agreement documents.
- 5.1.2** All drawings shall be stamped, signed and approved by Engineer.

5.2 CHANGES IN THE WORK

- 5.2.1** The Engineer shall prepare Change Orders for the Owner's approval and execution in accordance with the Agreement documents. The Engineer may authorize minor changes in the Work not involving an adjustment in Agreement Sum or an extension of the Agreement time which are consistent with the intent of the Agreement documents. If necessary, the Engineer shall prepare, reproduce and distribute drawings and specifications to describe work to be added, deleted or modified.
- 5.2.2** The Engineer shall analyze written requests by the Owner for changes in the work, including requests for adjustments to the Agreement sum or Agreement time, and shall report the results of his analysis in writing to the Owner within a reasonable period of time but in no case later than ten (10) business days after the Engineer's receipt of the request.
- 5.2.3** If the Engineer determines that implementation of the requested changes would result in a material change to the Agreement that may cause an adjustment in the Agreement time or Agreement sum, the Engineer shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Engineer, if any, the Engineer shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a change in the Scope of Services of the Engineer. With the Owner's approval, the Engineer shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Engineer.
- 5.2.4** The Engineer shall maintain records relative to changes in the work.

5.3 PROJECT COMPLETION

- 5.3.1** This Agreement shall become effective when fully executed by both parties hereto and shall expire 18 months from date thereof.
- 5.3.2** The Engineer shall conduct inspections to determine the date or dates of substantial completion and the date of final completion and forward to the Owner for the Owner's review and records.
- 5.3.3** The Engineer's inspection shall be conducted to check conformance of the work with the requirements of the Agreement documents and to verify the accuracy and completeness.

ARTICLE 6 FACILITY OPERATION SERVICES

- 6.1** Upon request of Owner, the Engineer shall meet with the Owner or the Owner's designated representative promptly after substantial completion to review services.

ARTICLE 7 GENERAL PROVISIONS

7.1 DEFAULT, TERMINATION, AND CANCELLATION

- 7.1.1** 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 reasons(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.

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

Upon receipt of a Notice of Termination, Engineer 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.

Where the Engineer's services have been terminated by the Owner, said termination shall not affect these rights of either party then existing or which may thereafter accrue.

If after notice of termination, it is determined for any reason that the Engineer was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Agreement shall be equitably adjusted to compensate for such termination.

The provisions of this section shall be in addition to all other rights and remedies available to the Owner under law.

7.1.5 In the event of termination for Default, Bankruptcy, or Engineer Ceasing Performance, Owner reserves the right to take over and complete the work by Agreement or by other means.

7.2 CHANGE IN AGREEMENT

7.2.1 This Agreement may be amended or modified only by mutual written Agreement of the parties. Should changes in the scope of work occur such that additional work and compensation beyond that of the original Agreement is required, the Engineer shall immediately notify the Owner in writing of these conditions. The additional work shall not be performed until Owner authorization is received. No reimbursement for said additional work will be paid to Engineer without Owner's prior written authorization.

7.2.2 There shall be no change in the Engineer's Project Manager, sub-consultants, or members of the Project team without prior written approval by the Owner's Project Coordinator.

7.3 DISPUTES

7.3.1 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. Engineer waives any removal rights it might have under Code of Civil Procedure Section 394.

7.4 ASSIGNMENT

7.4.1 The Engineer is engaged by the Owner for their unique qualifications and skills. The Engineer shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be sub-consulted without written authorization by the Owner.

7.5 SAFETY

7.5.1 The Engineer shall comply with Federal and State Occupational Safety and Health Administration regulations regarding safety equipment or procedures necessary for the performance of its services under this Agreement.

7.6 INSURANCE

- 7.6.1** Insurance: Engineer shall maintain, during the term hereof, insurance with respect to performance of this Agreement of the types and in the minimum amounts described generally as follows, and provide proof of the policies of insurance satisfactory to the Risk Manager and documentation evidencing that Engineer maintains insurance that meets the following requirements:
- 7.6.2** Full Workers' Compensation and Employers' Liability Insurance covering all employees of Engineer as required by law in the State of California.
- 7.6.3** Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- 7.6.4** Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Engineer in the performance of the Agreement.
- 7.6.5** In the event Engineer 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 purpose of this Agreement professional liability is required.
- 7.6.6** Engineer shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained. Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- 7.6.8** Engineer 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, Engineer agrees to provide at least thirty (30) days prior to said expiration dates, 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 Engineer agrees that no work or services shall be performed prior to the giving of such approval. In the event the Engineer fails to keep in effect at all times insurance coverage as herein provided, Owner may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- 7.6.9** The certificate of insurance must include the following provisions stating that:
- 7.6.9.1** The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to Owner, and;
- 7.6.9.2** 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 liability policies except worker's compensation and professional liability insurance policies.

- 7.6.10** The Engineer's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees or volunteers shall be excess of the Engineer's insurance and shall not contribute with it.
- 7.6.11** Any deductibles or self-insured retentions must be declared to and approved by the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Engineer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 7.6.12** Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees or volunteers.
- 7.6.13** Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees or volunteers.
- 7.6.14** 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.
- 7.6.15** Engineer's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- 7.6.16** In the event Engineer cannot provide an occurrence policy, Engineer 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.
- 7.6.17** The certificates of insurance shall meet such additional standards as may be determined by the contracting Owner Department either independently or in consultation with the Risk Management Division, as essential for protection of the Owner.

7.7 INDEMNITY

- 7.7.1.** The Engineer shall defend, indemnify, and hold the Owner 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, Owner 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 Engineer's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the Owner, the Engineer, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the Owner, its officers and employees, or as expressly prescribed by statute. This duty of Engineer to indemnify and save Owner harmless includes the duties to defend set forth in California Civil Code Section 2778.

7.8. FISCAL CONSIDERATIONS

- 7.8.1** The parties to this Agreement recognize and acknowledge that Owner is a political subdivision of the State of California. As such, Owner 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 Owner business, Owner 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, Owner 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 Owner 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 Owner department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the Owner, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

7.9 LIABILITY OF ENGINEER NEGLIGENCE

- 7.9.1.** Engineer shall be responsible for performing the work under this Agreement in a safe, professional, skillful and a workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. Owner 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 Engineer or its employees. Engineer shall be an independent Engineer with regard to services to be provided pursuant to this Agreement.

7.10 NONDISCRIMINATION

- 7.10.1** During the performance of this Agreement, Engineer and his/her sub-consultants shall not unlawfully discriminate against, exclude from participation, or deny the benefits of this Agreement to, any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Engineer and sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135, 11139.5), and the regulations or standards adopted by the awarding State body to implement such articles. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Engineer and his/her sub-consultants shall give written

notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

7.10.2 Engineer shall include the nondiscrimination and compliance provisions of this clause in all sub-consultants to perform work under this Agreement.

7.10.3 Engineer shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix C and 23 CFR 710.405(b) are applicable to this Agreement by reference.

7.11. CONFLICT OF INTEREST

7.11.1 The Engineer hereby certifies that neither Engineer nor any firm affiliated with the Engineer will bid on any construction Agreement or on any contract to provide construction surveys for any construction Project included within this Agreement.

7.12 NOTICE TO PARTIES

7.12.1 The Owner Officer or employee with responsibility for administering this Agreement is Michael Gray, Airports, Parks and Grounds Manager, General Services Department, or successor. All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes thereto shall be effected by the mailing thereof by, return receipt requested, postage prepaid and addressed as follows:

OWNER: El Dorado County
General Services Department
Attn.: Craven Alcott, Director
360 Fair Lane
Placerville, CA 95667

or to such other location as the Owner directs.

ENGINEER: Reinard W. Brandley
6125 King Road, Suite 201
Loomis, CA 95650

or to such other location as the Engineer directs.

7.13 INTEREST OF PUBLIC OFFICIAL

7.13.1 No official or employee of Owner who exercises any functions or responsibilities in review or approval of services to be provided by Engineer 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 Owner have any interest, direct or indirect, in this Agreement or the proceeds thereof.

7.14 INTEREST OF ENGINEER

7.14.1 Engineer covenants that Engineer presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract/agreement 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. Engineer further covenants that in the performance of this Agreement no person having any such interest shall be employed by Engineer.

7.15 CALIFORNIA RESIDENCY (FORM 590)

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

7.16 TAX PAYER IDENTIFICATION NUMBER (FORM W-9): All independent Engineers 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.

7.17 YEAR 2000 COMPLIANCE

7.17.1 Engineer agrees that 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 the Owner of any hardware or software failure to comply with ISO 9000 date format, Engineer will replace or correct the failing component with compliant hardware or software immediately, at no cost to the Owner.

7.18 AUTHORIZED SIGNATURES

7.18.1 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.

7.19 PARTIAL INVALIDITY

7.19.1 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.

7.20 TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as "Engineer" and/or "Contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (F AA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the F AA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the F AA may determine to be appropriate, including but not limited to--

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the F AA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7.21 DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

2. DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT -assisted contracts.

7.22 CONTRACT ASSURANCES

7.22.1 The Department ensures that the following clause is place in every DOT-assisted contract and subcontract:

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

7.22.2 The Department ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

Satisfactory Performance. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the prime contractor receives from the Department. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Department. This clause applies to both DBE and non-DBE subcontractors.

Release of Retainage. The prime contractor agrees further to release retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Department. This clause applies to both DBE and non-DBE subcontractors.

7.23 ADMINISTRATOR

7.23.1 The County Officer or employee with responsibility for administering this Agreement is Michael Gray, Airports, Parks and Grounds Manager, General Services Department, or successor.

7.24 ENTIRE AGREEMENT

7.24.1 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: May 13, 2003
By: Helen K. Baumann
Helen K. Baumann, Chairman
Board of Supervisors
"County"

ATTEST:
Dixie L. Foote, Clerk
of the Board of Supervisors

By: Dixie L. Foote Date: May 13, 2003
Deputy Clerk

-- CONSULTANT --

Dated: 4-21-03

By: Reinard W. Brandley
Reinard W. Brandley
Civil Engineer
"Consultant"

EXHIBIT "A"

SCOPE OF SERVICES

Rehabilitate Existing Runway 16-34 (60' x 2,980') Georgetown Airport

Scope:

- Perform detailed topographic surveys of project.
- conduct detailed geotechnical studies to determine grading requirements and pavement section.
- Perform complete engineering design and prepare complete construction plans and specifications, engineer's estimates, engineering reports, and as-built plans for the proposed project.
- Furnish all resident engineering, inspection, supervision and testing services required during construction of the project.
- Update Airport Layout to reflect improvements made in this contract.

Compensation:

- Topographic Surveys - \$6,600
- Geotechnical Studies and Pavement Section - \$5,000
- Engineering design, including preparation of plans and specifications, engineering reports, periodic construction surveillance, and preparation of final as-building plans - \$33,600
- Resident engineering and construction supervision – standard hourly rates as per Exhibit "B", not to exceed - \$35,000.

Total amount of this Agreement shall not exceed \$80,200.00, inclusive of all expenses.

Eighty percent (80%) of the design fee will be payable upon completion of the plans and specifications, and the remaining portion will be payable upon completion of construction.

The fee for resident engineering and construction supervision will be payable on a monthly basis based upon work completed during that period.

Time of Completions:

- Upon fully executed Agreement, Engineering shall begin immediately on the work assigned and shall complete the plans and specifications within ninety (90) calendar days after receipt of said Agreement.

Resident Engineer's Office:

- County shall provide at no cost to Engineer enclosed space at the Airport with running water and electricity to serve as an office and laboratory by the Resident Engineer during the construction phase of the project.

EXHIBIT "B"

REINARD W. BRANDLEY
SCHEDULE OF CHARGES

Principal/Chief Engineer	\$175/Hour
Resident Engineer	\$90/Hour
Junior Engineer	\$70/Hour
Senior Inspector	\$70/Hour
Junior Inspector	\$60/Hour
Testing Technician	\$60/Hour
Per Diem	\$100/Day
Vehicle Rental	\$25/Day + \$0.25/Mile
Laboratory Rental	\$200/Month
Survey Equipment Rental	\$200/Month
In-house Laboratory Tests & Mix Designs	Standard Rates
Testing Laboratory Services by Outside Laboratory	Cost