

### CONSULTING SERVICES AGREEMENT

*(To be used only for Architectural, Engineering or Land Surveying Services.)*

This consulting services agreement ("Agreement") is dated February 5, 2013, and is between the agency and the consultant identified below. The parties agree to each of the terms set forth below (the "Basic Terms") and to each of the terms set forth in the Attachments (as defined below).

1. Parties.

(a) Agency: *(check one)*

- Contra Costa County for its Department named below
- Contra Costa County Flood Control and Water Conservation District
- Contra Costa County Fire Protection District
- Housing Authority of the County of Contra Costa
- Contra Costa County Redevelopment Agency

(i) Department *(if applicable):*

(ii) Department Head means the individual named below or his or her designee *(check one):*

- Director of General Services
- Public Works Director/Chief Engineer
- Fire Chief
- Housing Authority Executive Director
- Director of Department of Conservation and Development

(iii) Agency Mailing Address: Airports Division  
550 Sally Ride Drive  
Concord, CA 94520  
Attn: Keith Freitas

(b) Consultant's Name & Address: Kimley-Horn and Associates, Inc.  
765 The City Drive, Suite 200  
Orange, CA 92868-9488  
Attn: Kevin Flynn

(i) Type of Business Entity: Corporation  
(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, add State of incorporation: North Carolina

(ii) Federal Taxpayer I.D. or SSN: 560885615

(iii) License Number: C65854 James West, Principal in Charge

2. Project Name, Number, & Location: Byron Airport Pavement, Signage & Lighting Enhancements  
Task Order No: 4875-4658-SAS-6X5318  
(AIP 3-06-0008-013)  
500 Eagle Court  
Byron, CA 94514

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3. **Term.** The effective date of this Agreement is February 5, 2013. It terminates on February 4, 2016 unless sooner terminated as provided herein.

- 4. Payment Limit. Payments under this Agreement cannot exceed: \$150,000.
- 5. Legal Authority. This Agreement is entered into under and subject to Government Code Section 4525 or Section 31000, or:

- Health and Safety Code Section 13861 (*Fire Protection District*)
- Health and Safety Code Section 34314 (*Housing Authority*)
- Health and Safety Code Section 33125 (*Redevelopment Agency*)
- Other (*Specify*)

- 6. Attachments. The following documents are attached to this Agreement (the "Attachments") and are incorporated herein by reference. This Agreement includes the Basic Terms, the signature pages, and all of the Attachments.

- General Conditions (*always attached*)
- Special Conditions (*optional*)
- Appendix A: Scope of Services (*always attached*)
- Appendix B: Payment Provisions, Project Personnel and Billing Rates (*always attached*)

- 7. Signatures. The signatures set forth below attest the parties' agreement hereto:

**CONSULTANT**

**SIGNATURE A**

Consultant's Name:  
Kimley-Horn and Associates, Inc.,  
a North Carolina Corporation

By [Signature]  
(Signature of individual or officer)

(Print name and title, if applicable)

Stephen Truman, PE, VICE PRESIDENT

**SIGNATURE B**

By [Signature]  
(Signature of individual or officer)

(Print name and title, if applicable)

Enda Melvin, P.E., Principal

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Note to Consultant: If Consultant is a corporation, two officers must sign the Agreement. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

**ACKNOWLEDGMENT**

State of California )  
County of Sacramento )

On Jan 24, 2013, before me, Cindy Dalen-Slade, Notary Public, personally appeared Stephen Truman, Enda Melvin (insert name(s) and title(s) of the officer(s) signing on behalf of the Consultant), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]  
Signature

(Notary's Seal)



**AGENCY**

(a) If Agreement is approved by Agency governing body (required if Payment Limit exceeds \$100,000):

AGENCY,

ATTEST: Clerk of the Board of Supervisors

By \_\_\_\_\_  
Board Chair/Designee

By \_\_\_\_\_  
Deputy

(b) If Agreement is approved by County Purchasing Agent:

AGENCY,

By \_\_\_\_\_  
County Purchasing Agent or Designee

**COUNTY APPROVALS**

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By \_\_\_\_\_  
Designee

By \_\_\_\_\_  
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By \_\_\_\_\_  
Designee

GENERAL CONDITIONS  
(Consulting Services Agreement)

8. Employment/Scope of Service. Agency hereby employs Consultant, and Consultant accepts such employment, to perform the professional services as described in Appendix A (Scope of Services), upon the terms and in consideration of the payments stated herein.
9. Report Disclosure Section. Pursuant to Government Code Section 7550, Consultant shall include in all documents or written reports completed and submitted to Agency in accordance with this Agreement, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section only applies if the Payment Limit of this Agreement exceeds \$5,000. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports.
10. Insurance. Consultant may not commence work under this Agreement until it has furnished evidence of the insurance required herein to the Department Head, and the Department Head has approved it, and may not continue to perform any work under this Agreement if the insurance required herein is no longer in effect.
- (a) Types and Amount of Insurance: Consultant, at no cost to Agency, shall obtain and maintain during the term hereof: (i) Workers' Compensation Insurance pursuant to state law, including, without limitation, California Labor Code section 3700; (ii) Professional Liability Insurance with a minimum coverage limit of \$1,000,000 for claims made in the aggregate annually and a maximum self-insured retention or self-insured retained limit of liability of \$25,000, for all damages or losses because of errors, omissions or malpractice arising out of the provision of professional services by Consultant and Consultant's subconsultants under this Agreement; and (iii) liability insurance with a minimum coverage limit of \$5,000,000 for claims made in the aggregate annually for all personal injury and property damage, to include liability assumed under this Agreement, the use of any licensed motor vehicle by Consultant or subconsultants, and naming Agency, its governing body, officers and employees as additional insureds. The policies will constitute primary insurance as to Agency and its governing body, officers and employees such that other insurance policies held by them or their self-insurance program(s) are not required to contribute to any loss covered under Consultant's insurance policy or policies.
- (b) Certificate of Insurance: Prior to the effective date of this Agreement, Consultant shall furnish to the Department Head certificates of insurance evidencing the coverage required herein and requiring 30 days' written notice to Agency of policy lapse, cancellation or material change in coverage. If Consultant renews the insurance policy(ies) or acquires a new insurance policy(ies) or amends the coverage through an endorsement to the policy(ies) at any time during the term of this Agreement, then Consultant shall provide current certificate(s) to the Department Head.
- (c) Warranty: Consultant represents and warrants that, as of the effective date of this Agreement, Consultant is not aware of any situation that has occurred that could reduce the limits of liability set forth above for claims made under this Agreement.
- (d) Labor Code Section 1861 Certification: In executing this Agreement, Consultant certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
11. Payment. Agency shall pay Consultant for professional services performed as described in Appendix A at the rates shown in Appendix B, which include all overhead and incidental expenses, for which no additional compensation will be allowed. Notwithstanding the foregoing, Agency shall reimburse those incidental expenses specifically itemized in Appendix B, provided that Consultant submits copies of receipts and, if applicable, a detailed mileage log to the Department Head. In no event may the total amount paid to Consultant exceed the Payment Limit specified in Section 4, Payment Limit, without Agency's prior written approval.
- (a) Billing Statements: Consultant shall submit billing statements in the manner and form prescribed by the Department Head detailing the work performed and listing, for each item of services, the employee categories, hours and rates. Except as otherwise provided in the Scope of Services, Consultant shall submit the billing statements no later than 30 days from the end of the month in which the services described in the billing statement were actually rendered. Except as provided in subsections (b)–(d) below, Agency will endeavor to pay Consultant within 30 days after receipt of each statement.

**GENERAL CONDITIONS**  
(Consulting Services Agreement)

- (b) Documentation: Consultant shall furnish progress reports with each billing statement at no additional charge. Consultant shall include sufficient detail in each progress report, and shall furnish to the Department Head whatever additional information is necessary, to enable the Department Head to determine whether Consultant is performing all tasks described in the Scope of Services pursuant to the schedule set forth in the Scope of Services.
- (c) Penalty for Late Submission: If Agency is unable to obtain reimbursement from the state or federal government as a result of Consultant's failure to submit to Agency a timely billing statement as set forth above, Agency will not be obligated to pay Consultant for the services included in the late billing statement.
- (d) Right to Withhold: Agency may withhold payment to Consultant following written notice to Consultant that: (i) Consultant has failed to fully perform its obligations under this Agreement (including, without limitation, any failure to submit required deliverable items according to the schedule set forth in the Scope of Services); (ii) Consultant has neglected, failed, or refused to furnish information or cooperate with any inspection, review, or audit of its work or records; or (iii) Consultant has failed to sufficiently itemize or document its billing statement.
- (e) Audit Exceptions: Consultant accepts responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Agreement. Within 30 days of demand, Consultant shall pay Agency the full amount of Agency's obligation to the state and/or federal government resulting from any audit exceptions that are attributable to Consultant's failure to properly perform any of its obligations under this Agreement.
- (f) Payment Retention: Agency may retain 10% of each billing statement as security for the fulfillment of this Agreement. After Consultant has completed all services as required under this Agreement, submitted final billing, and if the Department Head has determined that the services have been completed in accordance with this Agreement, Agency will release all withheld funds.
- (g) Penalties for False Claims: Any person who commits any of the following acts shall be liable to Agency for three times the amount of damages which Agency sustains because of the act of that person. A person who commits any of the following acts shall also be liable to Agency for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to Agency for a civil penalty of not less than \$5,000 and not more than \$10,000 for each false claim: (a) Knowingly presents or causes to be presented to an officer or employee of Agency a false claim for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by Agency. (c) Conspires to defraud Agency by getting a false claim allowed or paid by Agency. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to Agency. (e) Is a beneficiary of an inadvertent submission of a false claim to Agency, subsequently discovers the falsity of the claim, and fails to disclose the false claim to Agency within a reasonable time after discovery of the false claim. Liability under this section shall be joint and several for any act committed by two or more persons.
12. Extra Work. Any work or services in addition to the work or services described in the Scope of Services that Agency deems necessary to properly complete the work or services described in Scope of Services shall be performed by Consultant at the direction of Agency according to the rates or charges listed in Appendix B. In the event that no rate or charge is listed for a particular type of extra work, Consultant will be paid for the extra work at a rate to be mutually agreed on prior to the commencement of the extra work. In no event will Consultant be entitled to compensation for extra work unless, prior to commencement of the extra work, Agency has executed a written amendment describing the extra work and payment terms in accordance with Section 32, Amendments.
13. Time for Completion. Consultant shall complete all services covered by this Agreement no later than the end of the term as set forth above. Notwithstanding the foregoing, to the extent the Scope of Services provides for the phasing of services, Consultant shall complete all services for each phase of the project by the deadlines stated in the Scope of Services.
14. Termination by Agency. At its option, Agency may terminate this Agreement at any time by written notice to Consultant, whether or not Consultant is then in default. Upon such termination, Consultant shall, without delay, deliver to Agency all materials and records prepared or obtained in the performance of this Agreement, and Agency shall pay Consultant, without duplication, all amounts due for the services rendered up to the date of termination.

GENERAL CONDITIONS  
(Consulting Services Agreement)

15. Abandonment by Consultant. If Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, Consultant shall deliver to Agency, without delay, all materials and records prepared or obtained in the performance of this Agreement. Agency shall pay Consultant the amount it determines to be the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which Agency incurs as a result of such cessation or abandonment.
16. Ownership of Documents. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of Agency. Consultant shall retain, and make available to Agency in accordance with Section 17, Record Retention and Auditing, all materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement.
17. Record Retention and Auditing. Except for materials and records delivered to Agency, Consultant shall retain all materials and records prepared or obtained in the performance of this Agreement, including financial records, for a period of at least five years after Consultant's receipt of the final payment under this Agreement. Upon request by Agency, Consultant shall promptly make such materials and records available to Agency, or to authorized representatives of the state and federal governments, at a convenient location within Contra Costa County designated by the Department Head, at no additional charge and without restriction or limitation on their use.
18. Independent Contractor Status. The parties intend that Consultant, in performing the services specified herein, is acting as an independent contractor and that Consultant will control the work and the manner in which it is performed. This Agreement is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture or association. Additionally, Consultant is not entitled to participate in any pension plan, workers' compensation plan, health plan, insurance, bonus or similar benefits Agency provides to its employees. In the event that Agency exercises its right to terminate the Agreement, Consultant expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances or laws applicable to employees.
19. Breach. If Consultant fails to perform any of the services described in this Agreement in the manner and timeframe set forth in the Scope of Services or otherwise breaches this Agreement, Agency may pursue all remedies provided by law or equity. Disputes relating to the performance of this Agreement are not subject to non-judicial arbitration.
20. Compliance with Laws. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state, or local in origin, including, but not limited to, licensing and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination and prevailing wage rates and their payment in accordance with California Labor Code Section 1775. If any federal or state regulations or laws touching upon the subject of this Agreement are adopted or revised during the term hereof, this Agreement will be deemed amended and Consultant will comply with such federal or state requirements.
21. Assignment. Consultant may not assign or transfer this Agreement, in whole or in part, whether voluntarily, by operation of law or otherwise; provided, however, Consultant may, subject to any required state or federal approval, enter into subcontracts for the portion of the services for which Consultant does not have the facilities to perform so long as Consultant obtains the Department Head's written consent to such subcontracting prior to execution of this Agreement. The Department Head may withhold consent to any proposed subcontract in his or her sole and absolute discretion. Any purported assignment, transfer or subcontract that does not comply with the terms hereof is void.
22. Endorsement on Plans. Consultant shall endorse all plans, specifications, estimates, reports and other items described in Scope of Services prior to delivering them to Agency, and, where appropriate, indicate his or her registration number.
23. Works Made for Hire; Confidentiality. All reports, original drawings, graphics, plans, studies, and other data and documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement are "works made for hire" (as defined in the Copyright Act, 17 U.S.C.A., Sections 101 *et seq.*, as amended) for Agency, and Consultant unconditionally and irrevocably transfers and assigns to Agency all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. If any of the works made for hire is subject to copyright protection, Agency reserves the right to copyright such works and Consultant agrees not to copyright such works. If any works made for hire are copyrighted, Agency reserves a royalty-free, irrevocable license to reproduce, publish, and

**GENERAL CONDITIONS**  
(Consulting Services Agreement)

use the works made for hire, in whole or in part, without restriction or limitation, and to authorize others to do so. Unless required by law, Consultant shall not publish, transfer, discuss, or disclose any of the above-described works made for hire, or any financial, statistical, personal, technical, or other data or information relative to Agency's operations, which are designated confidential by Agency and made available to Consultant in order to carry out Consultant's work under this Agreement, or any information gathered, discovered, or generated in any way through this Agreement, without Agency's prior express written consent. Permission to disclose information on one occasion or public hearing does not constitute authorization to further disclose such information on any other occasion.

24. Indemnification. Consistent with California Civil Code section 2782.8, Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless Agency, and its employees, officials, and agents, from any and all demands, losses, claims, costs, liabilities, and expenses for any damage, injury, or death, including any and all administrative fines, penalties or costs imposed as a result of an administrative proceeding, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. If requested by Agency, Consultant shall defend any such suits at its sole cost and expense. If Agency elects to provide its own defense, Consultant shall reimburse Agency for any expenditures, including reasonable attorneys' fees and costs. Consultant's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of Agency or any other person; provided, however, that Consultant will not be required to indemnify, including the cost to defend, Agency for the proportion of liability a court determines does not arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, contractors, subconsultants, or any persons under its direction or control. This indemnification clause will survive the termination or expiration of this Agreement.
25. Endorsements. Consultant may not, in its capacity as a Consultant with Agency, (a) publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of Agency's governing body, (b) publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior approval of Agency's governing body or (c) participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Consultant is not publicly endorsing a product, as long as Consultant's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Agency. Notwithstanding the foregoing, Consultant may express its views on products to other consultants, to Agency's governing body or its officers, or to others who may be authorized by Agency's governing body or by law to receive such views.
26. Project Personnel. In performing the services authorized under this Agreement, Consultant shall use the personnel listed in Appendix B. Consultant may only make changes in project personnel and authorized subconsultants with the Department Head's prior written consent, and Consultant shall notify the Department Head in writing at least thirty (30) days in advance of any proposed change. Any person proposed as a replacement shall possess training, experience, and credentials comparable to those of the person being replaced.
27. Inspection. Authorized representatives of Agency, the State of California and the United States Government may monitor, inspect, review and audit Consultant's performance, place of business and records pertaining to this Agreement. Consultant shall make these items available for inspection upon request.
28. Conflicts of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, Consultant will employ no person having any such interest. If requested to do so by Agency, Consultant shall complete a "Statement of Economic Interest" form and deliver it to the Department Head and shall require any other person doing work under this Agreement to complete a "Statement of Economic Interest" form and deliver it to the Department Head. Consultant covenants that Consultant, its employees and officials, are not now employed by Agency and have not been so employed by Agency within 12 months immediately preceding this Agreement; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code Section 1090. In addition to any indemnity provided by Consultant in this Agreement, Consultant shall indemnify, defend and hold Agency harmless from any and all claims, investigations, liabilities or damages resulting from or related to any and all alleged conflicts interest.
29. Nonrenewal. Consultant understands and agrees that there is no representation, implication, or understanding that the services provided by Consultant under this Agreement will be purchased by Agency under a new contract following expiration or



GENERAL CONDITIONS  
(Consulting Services Agreement)

termination of this Agreement, and Consultant waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Consultant.

30. Professional Competence; Licensure. Consultant represents and warrants that it is (i) professionally competent and able to provide the professional services described in this Agreement by reason of Consultant's personal knowledge and skill, and (ii) currently licensed by the State of California, and will remain licensed in good standing at all times during the term of this Agreement, as one or more of the following: (a) an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the California Business and Professions Code; (b) a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the California Business and Professions Code; (c) a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the California Business and Professions Code; or (d) a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the California Business and Professions Code.
31. Notices. All notices under this Agreement must be in writing, and, except as otherwise provided in the Scope of Services, sent by personal delivery (including overnight courier service) or by certified United States Mail, postage prepaid, to the parties at the addresses designated above, unless changed by written notice to the other party. Consultant shall address all notices to Agency to the Department Head. The effective date of the notice is the date of deposit in the mail or of other delivery, except that the effective date of notice to Agency is the date of receipt by the Department Head.
32. Amendments. This Agreement may be amended only by written agreement signed by both of the parties.
33. Disputes. Disagreements between Agency and Consultant concerning the meaning, requirements or performance of this Agreement are subject to final written determination of the Department Head or in accordance with the applicable procedures (if any) required by state or federal government.
34. Choice of Law and Personal Jurisdiction. This Agreement is made in Contra Costa County and is governed by, and will be construed in accordance with, the laws of the State of California. The parties, to the fullest extent permitted by law, knowingly, intentionally, and voluntarily, with and upon the advice of competent counsel, submit to personal jurisdiction in the State of California over any suit, action or proceeding arising from or relating to the terms of this Agreement.
35. No Implied Waiver. No waiver of any provision of this Agreement by Agency is valid unless it is in writing and signed by Agency. Waiver by Agency at any time of any breach of this Agreement may not be deemed a waiver of or consent to a subsequent breach of the same or any other provision of this Agreement. If Consultant's action requires the consent or approval of Agency, that consent or approval on one occasion may not be deemed a consent to or approval of that action on any later occasion or a consent to or approval of any other action. Subject to Section 33, Disputes, inspections, approvals or statements by any officer, agent or employee of Agency indicating Consultant's performance or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of Consultant's performance, or payments therefor, or any combination of these acts, does not relieve Consultant of its obligation to fulfill this Agreement as prescribed or prevent Agency from bringing an action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Agreement.
36. Successors and Assigns. Subject to Section 21, Assignment, this Agreement binds Consultant's successors, assigns, heirs, executors and personal representatives.
37. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction of any party in connection therewith.
38. Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement may not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement.
39. Severability. If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remainder of this Agreement will not be affected thereby.

**GENERAL CONDITIONS**  
(Consulting Services Agreement)

40. Entire Agreement. This Agreement, together with all of the attachments listed in Section 6, Attachments, contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement, and supercedes all previous communications, representations, understandings and agreements, whether verbal, written, express or implied, between the parties.
41. Authorization. Consultant, or the representative(s) signing this Agreement on behalf of Consultant, represents and warrants that Consultant has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of Consultant and to bind Consultant to its contractual obligations hereunder.

**The following provisions apply only to projects using US Department of Transportation funds.**

42. Disadvantaged Business Enterprise (DBE) Requirements (Federal aid projects only). Consultant shall comply with all applicable provisions of 49 CFR, Parts 23 and 26, and the Contra Costa County's Disadvantaged Business Enterprise (DBE) Program, which are incorporated into this Agreement by reference. In addition, in performing services under this Agreement, Consultant shall utilize all DBEs listed in Consultant's written response to Agency's request for qualifications or request for proposal and shall pay to the listed DBEs the estimated amounts listed in Appendix B attached to this Agreement. Consultant shall not substitute a listed DBE at any time or decrease the amount to be paid to a listed DBE without the advance, written consent of Agency. If a listed DBE is proposed to be replaced, Consultant shall make a good faith effort to replace the original DBE with another DBE and shall submit to Agency written documentation of such effort.
43. Federal Cost Principles and Procedures (Federal aid projects only). Consultant shall comply with the following provisions, which are incorporated into this Agreement by reference: (a) the cost principles for allowability of individual items of costs set forth in 48 CFR, Chapter 1, Part 31; (b) the administrative procedures set forth in 49 CFR, Part 18; and (c) the administrative procedures for non-profit organizations set forth in OMB Circular A-110, if applicable to Consultant. In the event that payment is made to Consultant for any costs that are determined by subsequent audit to be unallowable under 48 CFR, Chapter 1, Part 31, Consultant shall refund the payment to Agency within 30 days of written request from Agency. Should Consultant fail to do so, and should Agency file legal action to recover the refund, Consultant shall reimburse Agency for all attorneys' fees, costs, and other expenses incurred by Agency in connection with such action.
44. Prohibition of Expending Local Agency State or Federal Funds for Lobbying (Federal aid in excess of \$100,000 only). In executing this Agreement, Consultant makes the following certification, which certification is a material representation of fact relied upon by Agency in entering into this Agreement:
- (a) Certification. To the best of Consultant's knowledge and belief:
- (i) No state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a member of the Legislature or Congress, in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- (ii) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (b) Penalty for Failure to File Disclosure Form. Submission of the disclosure form is a prerequisite for making or entering into this Agreement imposed by Title 31 U.S.C. Section 1352. Any person who fails to file the required disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (c) Applicability to Subconsultants. In executing this Agreement, Consultant also agrees to require that the language of this

**GENERAL CONDITIONS**  
(Consulting Services Agreement)

Section 44 be included in all contracts with subconsultants that exceed \$100,000, and that all such subconsultants shall certify and disclose accordingly.

45. Compliance with American Recovery and Reinvestment Act ("Recovery Act"). Consultant shall comply with the following provisions, which are incorporated into this Agreement by reference: (a) the statutory provisions contained in Chapter 1 of Title 23 of the United States Code; and (b) the reporting requirements, terms and conditions set forth in Sections 1201 and 1512 of the Recovery Act, and as designated by the State of California. Consultant's failure to comply with these provisions will result in retentions from progress payments due and/or other sanctions.

### **Special Conditions (Consulting Services Agreement)**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "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 (FAA) 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 FAA, 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 FAA 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 FAA 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.

#### **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 Code of Federal Regulations (CFR) Part 26, 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 26 apply to this agreement.

2. DBE Obligation. The contractor agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 26 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 26 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.

## **Appendix A to Consulting Services Agreement Scope of Services**

### **I. OVERVIEW**

#### **A. Overview and General Requirements**

1. Agency intends to acquire services of consultant improve a portion of the pavement, runways, taxiways, ramps, signage and lighting at Byron Airport and to perform other related work as more fully described below. Professional engineering and construction management services are essential to the implementation of the improvements to ensure they are properly designed and constructed. For this reason, Agency is entering into this Agreement with Consultant.

2. As provided in Section 26 of the Agreement, Project Personnel, subconsultants retained by Consultant must be authorized in advance, in writing, by Agency's Department Head. Consultant shall direct the tasks and activities of its authorized subconsultants and ensure that the tasks, activities and/or products required by this Agreement are completed in a timely manner and in accordance with the applicable standard of care for the given subconsultant. Notwithstanding the authorization for work to be performed by a particular subconsultant, Consultant is solely responsible for the performance of all services and delivery of all products under this Agreement.

3. Work shown or specified in reports, drawings, and specifications must comply with all requirements of the Contra Costa County Ordinance Code, applicable State and Federal codes and regulations, and the local fire district and utility companies or districts having jurisdiction over the project or area in which the project is located.

#### **B. Project Description**

The project is the evaluation, engineering, design, and construction management of the following improvements at Byron Airport:

1. Maintenance of the following areas: (i) Runway 12/30 and Runway 5/23, (ii) taxiways A, B, and C, including their connecting taxiways, and (iii) portions of the existing ramp.
2. Reconstruction of up to 10,000 square feet of existing ramp; work for a larger area may be permitted at the discretion of Agency.
3. Replacement of existing taxiway signs.
4. Installation of solar power taxiway edge lights.

#### **C. Time**

Consultant understands and agrees that time is of the essence in this Agreement and that the services shall start immediately upon full execution of this Agreement. Consultant shall perform the services expeditiously and with adequate forces and shall complete the services within the time specified in Sections 3 and 13 of the Agreement.

D. Scope of Services

Consultant shall provide design, engineering, and construction management services for the Byron Enhancements project to be conducted at Byron Airport.

Consultant's services shall include, without limitation, the following:

Consultant services will include the following:

- Project Management (All phases)
- Phase I – Preliminary Design
  - Site Visit and Data Gathering
  - 65% Plans and Specifications
  - Construction Cost Estimates
  - Conceptual Construction Phasing
- Phase II – Final Design
  - 95% Plans and Specifications
  - Final Plans and Specifications
  - Opinion of Probable Construction Costs
  - Bid Support
- Phase III - Construction Support
  - Respond to Requests for Information (RFIs), Plan Revisions
  - Provide Resident Engineering and Construction Management Services

II. DETAILED SCOPE OF SERVICES

Each of these services is described more fully below.

PROJECT MANAGEMENT (All Phases)

Consultant shall provide project management services throughout the project. Project management includes administration, coordination, attending meetings and quality control.

- a. Consultant shall supervise, coordinate and monitor the design of the Byron Enhancements project for conformance with then current standards and policies. As part of this activity, Consultant shall implement a quality control procedure for design activities, perform in-house quality control reviews for each task, and submit project deliverables to the Agency for review in accordance with the schedule approved by the Agency.
- b. Consultant shall coordinate with the subconsultants, Agency, State, FAA and other applicable agencies.
- c. The Consultant shall attend, or arrange and lead, not more than six (6) meetings as part of Phase I and Phase II.
- d. Consultant shall prepare and submit budget reports, monthly progress reports, and invoices in accordance with Agency requirements. Consultant shall control project costs by monitoring the budget and expenditures.

e. The Consultant shall maintain project files for at least three years after construction of the contemplated improvements at Byron Airport have been completed. Consultant shall perform administrative duties including filing, making copies, faxing and other related tasks.

f. Consultant shall cause quality control reviews to be performed by a senior-level engineer throughout all phases of the project. Consultant shall cause the project manager to perform a quality assurance audit prior to major submittals to the Agency. Consultant shall cause a senior-level engineer to perform the day to day quality control reviews/checks and manager-level engineers to perform a quality control audit prior to major submittals. The quality control and quality audit check plans and prints are to be kept at the Consultant's office and made available for review by the Agency.

**Deliverables:**

- Consultant shall cause minutes of meetings to be delivered electronically to Agency within 2 working days after a meeting
- Consultant shall deliver updated schedules (at 65%, and 95% submittals)
- Consultant shall deliver invoices and progress reports monthly
- Consultant shall cause redlined review comment and response sheets to be kept at its office

**PRELIMINARY DESIGN (Phase I)**

Consultant shall gather all relevant data from the Agency to properly design the improvements. Consultant shall request and review any readily available reports and as-built plans from the Agency.

Consultant shall attend a project kick-off site visit with the Agency to review field conditions and develop a mutual understanding of the design requirements. Field investigations are to be performed by Consultant engineers and coordinated with Agency staff to identify existing surface features and areas for improvements, and existing lighting and signage and areas for improvement. Consultant shall photograph the site and use the photographs as the basis for defining any constraints.

**Deliverables:**

- Consultant shall cause minutes of meetings to be delivered electronically to Agency within 10 working days of the site visit and cause the minutes to confirm the scope of the design requirements.

**1. 65% PLANS, SPECIFICATIONS & ESTIMATE**

a. Topographical Surveying. Consultant shall employ a subconsultant to perform a topographical survey using the available record drawings in combination with the survey information. The survey is to be limited to confirming the existing control point locations and verifying these locations correspond with the locations identified on the available record drawings. The Consultant shall cause the subconsultant to do the following:

(1) Coordinate the collection of existing data and locate utilities in the areas designated for improvement and to provide quality level 'C' information as defined by ASCE Standard 38-02 for the collection and depiction of existing subsurface utility data:

(a) Collect data and review as-builts and available survey information to gather information on existing topography and utility information.

(b) Coordinate field utility locales with Agency, FAA and utility companies.

(2) Survey Control:

(a) Survey the available runway end points and the Primary Airport Control (PAC) and Secondary Airport Control (SAC) points. The subconsultant shall tie the runway end coordinates into the runway thresholds and runway numbers to enable re-establishment of the existing runway pavement markings in the same location. The Consultant shall provide a drawing to show the location of the existing or established control for the project.



(b) The subconsultant shall perform necessary bench loop and traverse procedures to verify accuracy of vertical and horizontal control points.

(c) If applicable, the subconsultant shall establish runway end coordinates and runway centerline alignments and tie these into the project survey control, which may include runway numbering.

(3) Determine limits of survey work for the areas on the ramp designated for reconstruction.

(4) Conduct a survey of the existing taxiway centerline marking and the taxiway pavement edges along the proposed solar-light improvements and survey the existing taxiway and runway signs designated to be replaced.

(5) Conduct a survey of the existing taxiway and runway signs designated to be replaced.

(6) Coordinate with Agency on agreeable horizontal and vertical datum.

b. Geotechnical Investigation. Consultant shall employ a subconsultant to perform the geotechnic investigation to verify existing pavement sections for the reconstruction areas of the ramp and to confirm the asphalt condition in a select number of areas for the pavement maintenance. The Consultant shall cause the subconsultant to do the following:

(1) Obtain at least five (5) core samples from the runway/taxiway areas.

(2) Obtain at least one (1) bore sample from the ramp.

(3) Evaluate the existing pavement condition to verify the most appropriate maintenance method.

c. Pavement Design. Consultant shall use information obtained in geotechnical investigation to calculate the required pavement sections by using FAA Advisory Circular 150/5320-6E and preparing FAA Pavement Design Form 5100 for each separate pavement section, as applicable.

d. Drainage. Consultant shall perform the following drainage activities:

(1) A preliminary surface drainage design in accordance with standard engineering practices, local requirements, and the FAA Advisory Circular 150/5320-5B, Airport Drainage.

(2) An examination of the storm water pollution prevention plan (SWPPP) to determine whether it is up-to-date or needs to be updated to include the proposed development.

(3) Determine which drainage permits will be needed by the proposed improvements.

(4) Determine what steps must be taken to ensure the proposed improvements comply with the stormwater management requirements of the Contra Costa Clean Water Program. To ensure the proposed improvements meet the requirements of the Clean Water Program, Consultant shall evaluate the impacts of the project footprint; quantify the area, the slopes, and the changed land cover and prepare preliminary Stormwater Control Plan to the extent required by the Clean Water Program. Consultant shall prepare and submit draft and final reports to the Agency for review and approval.

e. Cost Estimate. Consultant will prepare a preliminary cost estimate that includes:

(1) Estimated calculation of preliminary quantities; such analysis shall be consistent with the specifications and acceptable quantity calculation practices.

(2) Estimated preliminary costs.

f. Preliminary Design Report. Consultant shall prepare a preliminary design report that includes a summary of the proposed improvements, pavement and electrical design, pavement marking, environmental issues, phasing plans, and a project schedule. The Consultant shall cause the report to contain (i) any alternative design concepts that were investigated and evaluated, (ii) a construction

operation plan, and (iii) an engineer's cost estimate. The report is to follow the following standard FAA format:

- (1) Introduction
- (2) Project Background/Purpose and Need
- (3) Airport Operational Safety (reference Federal Advisory Circular 150/5370-2F).
- (4) Design Geometrics (reference Federal Advisory Circular 150/5300-13 CH 18).
- (5) Pavement Design Analysis (reference Federal Advisory Circular 150/5320-6E).
- (6) Drainage Considerations.
- (7) Electrical Considerations.
- (8) Pavement Marking Considerations.
- (9) Design Alternatives and Layout Sheets.
- (10) Design Recommendations.
- (11) Construction Estimate.
- (12) Project Schedule Summary.

g. Preliminary Design. Consultant shall prepare a 65% preliminary design plan that depicts the recommended pavement, signage and lighting maintenance and/or improvements and includes the following:

- (1) The preliminary contract documents:

- (a) Which include invitation for bids, instruction to bidders, equal employment opportunity clauses, construction contract agreement, performance bond, payment bond, state requirements, federal requirements, preliminary bid schedule, and County general provisions.

- (b) Establish bid schedule for the bid opening, dates for advertisement, and a work schedule description.

- (c) Preliminary contract documents and submit to the County for review.

- (d) Review and incorporate the County's comments plus its general provisions and contract clauses as required.

- (2) Preliminary special provisions that address, or expand on, conditions that require added clarification, such as the following:

- (a) Description of Work
  - (b) Haul Roads/Project Access/Staging
  - (c) Airport Security
  - (d) Work Schedule
  - (e) Additional Quality Control Requirements
  - (f) Pre-Construction Conference

- (g) Sequencing of the Work
- (h) Closure of Aircraft Operating Areas (AOA's).
- (i) Accident Prevention/Construction Safety Plan
- (j) Underground Cables/Utilities
- (k) Guarantees/Insurance/Taxes/Permits
- (l) Contracts/Subcontracts
- (m) Liquidated Damages
- (n) Construction Operational Plan
- (o) Safety Standards and Impacts
- (p) Additional Acceptance Testing Issues
- (q) Grade Control and Surface Tolerance for Paving Work
- (r) Construction Management Plan
- (s) Project Closeout Forms
- (t) Construction Superintendent
- (u) Contractor Insurance Requirements
- (v) Precedence of Specifications
- (w) Disposal of Waste Materials
- (x) Contract Time
- (y) Temporary Facilities for Contractor

(3) A plan set that includes, at a minimum, plan sheets such as Title Sheet, Construction Details, Layouts (showing pavement maintenance improvements, pavement reconstruction areas, drainage including C.3 treatment facilities if applicable, SWPPP if applicable, erosion controls, fencing, pavement marking, and electrical improvements).

h. FAA Form 7460. Consultant shall complete FAA Form 7460 in accordance with Federal Administration Guidelines and send the form the Agency. The Agency will submit the form to the FAA.

i. Airport Layout Plan. Consultant shall prepare an Airport Layout Plan (ALP) and update it as necessary.

j. Environmental Documents. Consultant shall prepare applicable State and Federal environmental documentation. Any biological, wetland, and cultural studies, if deemed necessary, would be considered extra work as defined in Appendix B, subsection C.

Deliverables:

- Preliminary Cost Estimate
- Preliminary Report
- 65% Preliminary Plan Set

## FINAL DESIGN (Phase II)

Consultant shall coordinate with the subconsultants, Agency, State, FAA and other applicable agencies to complete Phase II. The Consultant shall coordinate, arrange and lead any meetings that are necessary to complete Phase II.

### 1. 95% PLANS, SPECIFICATION AND ESTIMATE

Consultant shall review Agency's 65% review comments and develop checked plan details for a 95% plans, specification and estimate submittal.

a. Drawings. The Consultant shall prepare the following list of drawings (drawings may be combined on plan sheets):

(1) General:

- (a) G-001 Cover Sheet, Sheet Index & Symbols
- (b) G-002 Legend & Abbreviations
- (c) G-003 General Notes
- (d) G-021 Project Layout Plan
- (e) G-041 Survey Control Plan
- (f) G-081 Construction Operations & Phasing Plan

(2) Geotechnical:

- (a) Plan & Log of Soil Borings if applicable

(3) Civil:

- (a) C-021 Erosion Control Plans (if applicable)
- (b) C-031 Erosion Control Details (if applicable)
- (c) C-041 Storm Water Management Plans (if applicable)
- (d) C-051 Demolition Plans (if applicable)
- (e) C-061 Demolition Details (if applicable)
- (f) C-081 Geometrics (if applicable)
- (g) C-091 Existing Contours (if applicable)
- (h) C-101 Grading & Drainage Plans (if applicable)
- (i) C-141 Intersection Details (if applicable)
- (j) C-201 Site Plan & Profiles (if applicable)
- (k) C-301 Typical Sections
- (l) C-311 Paving Details
- (m) C-601 Fencing Plans (if applicable)

- (n) C-631 Fencing Details (if applicable)
- (o) C-641 Gate Details (if applicable)
- (p) C-651 Marking Plans
- (q) C-671 Marking Details
- (r) C-681 Signing Plans (if applicable)
- (s) C-691 Signing Details (if applicable)
- (t) C-901 Cross Sections (if applicable)
- (u) Pavement Maintenance Plan
- (v) Apron Pavement Reconstruction Plan

(4) Electrical:

- (a) E-101 Electrical Removals Plan
- (b) E-201 Electrical Layout Plan
- (c) E-301 Existing Signage Plan
- (d) E-311 Proposed Signage Plan
- (e) E-321 Sign Legend (if applicable)
- (f) E-501 Wiring Diagrams
- (g) E-601 Electrical Details

b. Technical Specifications. Consultant shall assemble the technical specifications necessary to prepare preliminary specifications, as follows:

- (1) Using standard FAA specifications where possible.
- (2) Including additional specifications that address work items or materials that are not covered by the FAA specifications.
- (3) Including preliminary technical specifications that are in accordance with FAA general provisions and include, at a minimum, the following:
  - (a) P-101 Surface Preparation
  - (b) P-152 Excavation & Embankment
  - (c) P-154 Sub-base
  - (d) P-155 Lime Treated Subgrade or P-304 Cement-Treated Base Course
  - (e) P-156 Temporary Erosion Control
  - (f) P-209 Crushed Aggregate Base Course

- (g) Asphalt Concrete and Concrete
- (h) P-602 Bituminous Prime Coat
- (i) P-610 Structural Concrete
- (j) P-620 Runway and Taxiway Painting
- (k) D-701-754 Drainage
- (l) T-901-908 Landscaping
- (m) L-108-115 Lighting Equipment

(4) Include, at a minimum, the following added technical specifications:

- (a) Mobilization
- (b) Airfield Construction Area Control

c. Quantities. Consultant shall calculate the necessary quantities for work items in a manner that is consistent with the specifications and standard quantity calculation practices and use such calculations to prepare the cost estimate.

d. PS&E Review. Consultant shall conduct a review of the 95% Plans, Specifications and Estimate (PS&E) using the findings of the preliminary design work prepared in Phase I in consultation with the Agency.

e. PS&E Update. Consultant shall update the 95% PS&E based on comments received and shall incorporate the revisions, modifications and corrections.

Deliverables:

- Preliminary Cost Estimate
- Preliminary Report
- 95% Preliminary Plan Set

## 2. FINAL PLANS, SPECIFICATIONS & ESTIMATE

a. Drainage. Consultant shall prepare final surface drainage analysis and storm sewer design, if applicable, using the findings for the preliminary drainage analysis completed in Phase I in accordance with standard engineering practices, local requirements and the FAA Advisory Circular 150/5320-5B, Airport Drainage.

b. Lighting. Consultant shall prepare the lighting layout in accordance with FAA criteria/standards and National Electrical Code, if applicable.

c. Signage. Consultant shall update the Byron Airport Guidance Sign Plan, if applicable.

d. Erosion Control Plan. Consultant shall develop a final erosion control plan in accordance with best management practices that is in sufficient detail for the Regional Water Quality Control Board (RWQCB) permit application, if necessary, including, at a minimum, the following:

- (1) Project location.
- (2) Size of Disturbance of Project.
- (3) Amount of Impervious Surface.

(4) Hydrologic Classification of Site.

(5) Receiving Waters.

(6) Site Drainage Overview.

e. SWPPP. If applicable, Consultant shall prepare and submit the Storm Water and Pollution Prevention Plan (SWPPP) notice of intent to the Agency; the Agency will submit the SWPPP to the RWQCB for review and compliance. Agency is responsible for state, local and regional permit and application fees.

f. Consultant Certification. Consultant shall complete the Consultant Certification to verify the plans and specifications were developed in accordance with federal guidelines, including the following, as applicable:

(1) A Request for Modification of Federal Construction Standards if applicable.

(2) Detail of modifications required under the bid packages to be submitted to the County for review and acceptance.

(3) Preparation of final signed copies to be sent to the FAA (accompanied by the final plans, contract documents, specifications, and Engineer's Report when they are complete).

g. PS&E. Consultant shall prepare final the PS&E ready for advertisement, which is to be based on comments received, and incorporate revisions, modifications and corrections.

h. Final Cost Estimate. Consultant shall prepare a final Cost Estimate that includes a calculation of final quantities and is based on information obtained from previous projects, contractors, material suppliers, and other available databases.

i. Engineer's Design Report. Consultant shall prepare and submit the final Engineer's Design Report, which is to include all plans and specifications, to the Agency.

j. Construction Management Report. Consultant shall prepare and submit a draft Construction Management Report if applicable (required for paving projects over \$250,000).

k. Bid Advertisement. Consultant shall prepare and submit to the Agency the bid advertisement, which is to incorporate advertisement and bidding dates provided by the Agency, for distribution to local and selected publications.

Deliverables:

- Storm Water and Pollution Prevention Plan (if applicable)
- Final PS&E Bid Sets

### 3. BID SUPPORT

a. Engineering and Design Support. Consultant shall provide engineering and design support during project advertisement by answering contractor inquiries and preparing any design-related addendums that may be required, which includes, at a minimum, the following:

(1) Providing a constructability review of plans and specifications, including incorporating any necessary changes into PS&E documents and bid sets.

(2) Facilitating pre-construction meeting.

(3) Establishing a project filing system.

Deliverables:

- Responses to RFIs

- Plan Revisions or Addendums

#### Task 4. CONSTRUCTION/RESIDENT ENGINEERING SERVICES (Phase III)

The underlying project, the proposed improvements to the Byron Airport, has a project-specific Underutilized Disadvantaged Business Enterprise (UDBE) goal of 1.6%. The Agency Project Manager and Agency Administrator is Keith Freitas. The Consultant shall designate a Project Manager in consultation with the Agency.

1. Agency Work. The following work is to be performed or provided by the Agency:

a. Agency will provide the Consultant a set of project plans, special provisions, and cost estimate that were provided to the project general contractor hired for the Project (the "Project Contractor").

b. Agency will review Consultant invoices and process them for payment, per the Payment Provisions of this Agreement and hourly rates as shown in Appendix B.

c. Agency will review the traffic plans after Consultant has reviewed them first.

d. Agency will process Project Contractor change orders prepared by Consultant.

e. Agency will process Consultant prepared pay estimates for the Project Contractor.

2. Consultant Work. The following work is to be performed by the Consultant:

a. Pre-Construction:

(1) Consultant shall review the Project design file, including without limitation, plans and specifications, quantity calculations, and other relevant documents that have been generated during the design process, and to verify their accuracy.

(2) Consultant shall organize and attend the Project pre-construction meetings.

(3) Consultant shall provide videotape and photographic documentation of the project site prior to construction.

b. Construction. Consultant shall cause the following tasks to be performed, either by Consultant or by a subconsultant:

(1) Meetings - Consultant shall organize, schedule, attend, and record construction phase meetings, i.e. weekly project status meetings with the Agency and the Project Contractor or other meetings necessary to resolve construction related issues. Consultant shall distribute copies of the meeting minutes to Agency and all meeting participants within 2 days after each meeting.

(2) Reports - Consultant shall prepare the Final Engineering Report and FAA Weekly Reports that may be required during the construction phase. Consultant shall submit a draft copy of these reports within 5 business days after receiving the request from Agency. Consultant shall submit one original and one electronic copy of the final reports after receiving the review comments from Agency.

(3) Safety - The responsibility for project safety is the Project Contractor's. Consultant shall review the Project Contractor's safety plan. Consultant shall cause its field staff to conduct and document project safety meetings in accordance with project requirements.

(4) Construction Safety Plan Review - Consultant shall review the safety plan and control procedures in conjunction with the Airport Division.

(5) Utility Coordination - Consultant shall coordinate with the affected utility companies.



(6) Submittal Review - Consultant shall review submittals for compliance with contract documents and current engineering standards.

(7) Submittal Processing and Approval - Consultant shall establish, implement (with the approval of Agency's Project Manager), and coordinate a system of submittal processing and approval.

(8) Clarification Processing - Consultant shall review and respond to the Project Contractor's clarification requests, such as Request's for Information (RFIs). Consultant shall track all requests and coordinate with County staff.

(9) Change Order Request (COR) Processing - Consultant shall review, evaluate, recommend, and report to Agency's project manager all CORs prepared by the Project Contractor and assist Agency to establish, implement and coordinate systems for processing contract change orders (CCO). Consultant shall prepare independent statement of probable construction cost and schedule impacts for CCOs. Consultant will assist Agency in negotiations of CCO with the Project Contractor. Consultant shall assist in preparing CCO documentation for execution by the Project Contractor and Agency.

(10) Schedule Review and Updating - Consultant shall review the Project Contractor's initial schedule submittal and provide written comments to Agency's Project Manager. Consultant will review schedule weekly and provide written comments to the Project Contractor and County.

(11) "As-Built" Schedule Tracking and Reporting - Consultant shall maintain a daily track of the Project Contractor's efforts during construction corresponding to the activities in the agreed upon Project schedule. Consultant shall prepare and issue monthly report summarizing construction progress and identifying issues of concern.

(12) Progress Payment Preparation and Processing - On or before 15th day of each calendar month during the term of this Agreement, Consultant shall conduct a thorough review and evaluate all progress payment applications submitted by the Project Contractor and record and advise Agency's Project Manager of any concern. Consultant shall complete the progress payment forms provided by Agency for the Project Contractor and submit completed forms to Agency for processing of progress payments.

(13) Construction Administration Services - Consultant shall provide administrative and management services during the construction phase. Consultant shall implement and monitor management procedures. Consultant will manage Project documentation, personnel, equipment and facilities.

(14) Site Visits - Consultant shall visit each construction site daily.

(15) Inspections - Consultant or Consultant's subconsultant shall provide full inspection services and/or provide sufficient inspection staff for the Project. Consultant shall visit the construction site on a daily basis, observe construction, and make recommendations to Agency's Project Manager concerning construction progress, quality of construction, and conformance with construction contract documents.

(16) Photographs - Consultant shall provide photographic documentation of Project sites prior to and during construction on a weekly basis or as otherwise direct by Agency's Project Manager.

(17) "Record" Drawings - Consultant shall maintain one full set of Project contract documents with up-to-date information regarding all addendum, substitutions, and clarifications and change orders.

(18) Field Testing Services - Consultant shall schedule and coordinate field testing services with Consultant or Subconsultant's material and testing laboratory.

(19) Laboratory Testing Services - Consultant shall schedule and manage laboratory testing services with Consultant or Subconsultant's material and testing laboratory.

(20) Off Site Fabrication Inspection - Not applicable

(21) [Reserved.]

(22) Computer Support - Not applicable

(23) Utility and Permit Coordination - Consultant shall review, coordinate and implement permit conditions and requirements. Consultant shall monitor Project activities to ensure the conditions of all applicable local, State, and Federal agencies and regulatory permits are satisfied.

(24) Standards and Training - Not applicable

(25) Labor Compliance, Equal Opportunity and Disadvantaged Business Requirements - Consultant shall monitor the Project Contractor's efforts in relation to Equal Employment Opportunity and labor compliance requirements. Consultant shall discuss requirements with the Project Contractor at the pre-construction conference.

(26) Resident Engineering Duties - Consultant shall managing all field operations related to Project observation, materials testing, survey, environmental compliance, measurement and payment, administration and conflict resolution.

(27) Request for Information, Change Order Request, and Contractor Change Order Tracking - Consultant shall log, track, and maintain all RFIs, CORs, and CCOs, and other records in a format and/or system acceptable to County's Project Manager.

(28) Field Office Assistance - Consultant shall provide engineering and technical support to the County in managing all field operations.

(29) Permits – Consultant shall monitor Project activities to ensure the conditions of outside agencies and regulatory permits are followed.

(30) Certified Payroll Review - Consultant shall review the Project Contractor's certified payroll submittals for compliance with prevailing wage requirements and record and advise Agency's Project Manager of concerns.

(31) Construction Cost Control - If applicable, Consultant shall make recommendations to Agency's Project Manager regarding cost control and construction management procedures; monitor construction contract costs, and implement construction management procedures as discussed with Agency's Project Manager.

(32) Public Awareness Program - Not applicable

(33) Environmental Coordination -Not applicable

c. Post Construction:

(1) Meetings - Consultant shall organize, schedule, attend, and record final Project acceptance/closeout phase meetings. Consultant shall prepare and issue minutes of meetings to Agency and all meeting participants within 2 days after each meeting.

(2) Reports – If applicable, Consultant shall prepare any reports that may be required during the final acceptance and Project closeout per the Caltrans Local Assistance Procedure Manual and Agency standards.

(3) Final Inspection and Punchlist - Consultant shall provide final inspection and prepare a list of Project construction deficiencies for resolution by the Project Contractor, make recommendations to Agency's Project Manager regarding correction of deficiencies, and assist Agency in obtaining correction of all deficiencies.

(4) Construction Approval/Acceptance - Consultant shall make recommendations to County regarding final Project approval and acceptance.

(5) Final Payment Processing - Within 15 days of receipt or as otherwise agreed by Agency's Project Manager, Consultant shall thoroughly review, evaluate, and prepare a final progress payment report in a form acceptable to Agency's Project Manager with recommendations to Agency's Project Manager regarding Project Contractor's final progress payment request.

(6) Project Closeout – Within 30 days following final inspection or as otherwise agreed by Agency's Project Manager, Consultant shall prepare all documentation needed for Project closeout in a form acceptable to Agency's Project Manager, including a complete set of redlined "Record" Project drawings and a final report that includes the following

(a) A financial summary of the construction contracts, CCOs, project management services and direct purchase items;

(b) A construction summary and schedule review;

(c) A summary of final acceptance;

(d) A review and report on the Project Contractor, subcontractors and major equipment suppliers; and

(e) All necessary forms and reports as required by the Caltrans Local Assistance Manual for federally funded projects (if applicable).

(7) Claim Resolution - Consultant shall review, evaluate, recommend, and report to Agency's Project Manager all claims prepared by the Project Contractor and any subcontractors; if requested by Agency's Project Manager, assist Agency to (i) establish, implement, and coordinate systems for processing claims, (ii) negotiate claims with the Project Contractor and subcontractor, and (iii) prepare claim resolution document for execution by Contractor and Agency.

(8) Optional Services:

(a) This will commence upon approval by the Agency.

(b) At the Agency's written request, Consultant will provide additional field and laboratory testing

### III. DEADLINES

PHASE I - Preliminary Design	By May 15, 2013
PHASE II - Final Design	By July 15, 2013
PHASE III - Construction Support	Through February 4, 2016 (Note: Construction is anticipated to take about 35 days from Notice to Proceed to contractor and project construction is dependent on award of additional FAA grant funds)

a. Consultant shall provide engineering plans, special provisions/technical specifications including the front end construction bid specification information, construction estimate, geotechnical testing and studies, and bid documents for pavement work as required for the maintenance and reconstruction of Runway 12/30 and Runway 5/23, taxiways and ramps plus signage and lighting enhancements at the Byron Airport as follows:

(1) Preliminary Design Tasks and 65% Design Package - Includes Engineer's Preliminary Design Report, Limited Construction Set Plan, Table of Contents for Specifications, and Opinion of Probable Construction Costs. Completion of tasks by May 15, 2013.

(2) 95% Design Package - Includes Engineer's Design Report, Substantially complete "Not for Construction" Plans, Specifications, Opinion of Probable Construction Costs, and Quality Review Control. Completion of tasks by July 15, 2013.

(3) Final Design Submittal - Includes Engineer's Design Report, Bid Ready Construction Plans, Bid Ready Specifications, and Opinion of Probable Construction Costs. Completion of tasks by August 15, 2013.

(4) Bid Support - Includes Response to Bidders Questions, Developing Agenda and Attending Pre-Bid Meeting, and Bid Tabulation. Completion of tasks by February 4, 2013.

(5) Project and Construction Management/Administration Support throughout Project.

## Appendix B to Consulting Services Agreement Payment Provisions, Project Personnel and Billing Rates

### I. PAYMENT PROVISIONS

A. Payment for services will not exceed the billing rates set forth in this Appendix B and will be based on the actual hours worked (by Consultant and authorized subconsultants) and actual approved Other Direct Costs (described below) subject to the Payment Limit specified in Section 4 of this Agreement, Payment Limit. In addition, payments for services (including payments to Consultant for authorized subconsultants) and Other Direct Costs will not exceed the following amounts for each phase or period indicated below unless approved in advance in writing by the Department Head:

1. Phase I - Preliminary Design: \$32,695 (22% of Payment Limit)
2. Phase II - Final Design: \$59,256 (40% of Payment Limit)
3. Phase III - Construction/Resident Engineering Services: \$58,048 (38% of Payment Limit)
4. : \$ ( % of Payment Limit)

B. Payment to Consultant for subconsultants authorized in advance by Agency in accordance with Section 21 of this Agreement, Assignment, will be the amount equal to Consultant's direct costs, without handling mark ups. Consultant shall submit Subconsultant invoices as part of Consultant's bill for services.

C. Payments for the extra work specified in Section 12 of this Agreement, Extra Work, shall be computed separately and shall not exceed any limits specified in Agency's written amendment describing the extra work and payment terms for the extra work.

D. Subject to the Payment Limit in Section 4 of this Agreement, Payment Limit, Agency will reimburse the actual cost (without mark up) of documented expenditures by Consultant and its employees and authorized subconsultants for the Other Direct Costs listed below to the extent such Other Direct Costs were incurred to perform the services described in this Agreement:

Express delivery services, travel to and from the job site (including air travel), and other direct expenses that are approved by Agency in advance.

E. All other expenses (*i.e.*, those not listed under Paragraph D above) are not reimbursable and are deemed covered by the hourly billing rates set forth in Section II of this Appendix B. When any of the items listed under Paragraph D above are provided for Consultant's own use and not at Agency's request, expenses therefor are not reimbursable and are deemed covered by the hourly billing rates set forth in Section II of this Appendix B. Agency will not pay for Consultant's and its subconsultants' time and expenses for transportation between Consultant's and its subconsultants' various offices. Costs for such transportation are deemed covered by the hourly billing rates set forth in Section II of this Appendix B.

- F. Notwithstanding anything to the contrary in Section 11 of this Agreement, Payment, these Payment Provisions, including billing rates, are subject to a post award audit by the state and/or federal government. After any post award audit cost adjustments are ordered by the state and/or federal government, these Payment Provisions and the billing rates shall be adjusted by Consultant and approved by Agency's Department Head to conform to the audit cost adjustments. Consultant agrees that the individual items of cost identified in the audit report may be incorporated into the Agreement at Agency's sole discretion. Refusal by Consultant to incorporate the post award audit cost adjustments will be considered a breach of the Agreement terms and cause for termination of the Agreement by Agency. Consultant agrees that all invoices after the post award audit will be based on the adjusted Payment Provisions. Any invoices paid prior to the post award audit will be recalculated by Agency in accordance with the post award audit. Any difference in moneys due Consultant as a result of the post award audit cost adjustments will be added to, or deducted from, moneys due the Consultant on subsequent invoices.

## II. PROJECT PERSONNEL AND BILLING RATES

In accordance with Section 26 of this Agreement, Project Personnel, Consultant's personnel assigned to this project and their roles and billing rates are as follows:

See attached Kimley-Horn and Associates, Inc. Standard Billing Rate Schedule.

In no event will the Agency's total payment to Consultant for each phase of the project exceed the amount listed below without prior written authorization of the Agency:

Phase I: Preliminary Design	\$32,695
Phase II: Final Design	\$59,256
Phase III: Construction/Resident Engineering Services	\$58,048
TOTAL	\$150,000

Kimley-Horn and Associates, Inc.  
Standard Billing Rate Schedule

Kimley-Horn and Associates, Inc.		
Person	Role	Rate
Pearse Melvin	Sr Civil Engineer	\$201.23
Bob Hamilton	Civil Engineer	\$131.95
Daniel Hershey	Civil Engineer	\$131.95
Kevin Flynn	Sr Civil Engineer	\$234.22
Eric Lovejoy	Sr Electrical Engineer	\$234.22
Steve Reeder	Sr Civil Engineer	\$201.23
Shalyce Irgens	Civil Engineer	\$210.23
Dene Egami	Electrical Engineer	\$201.23
Joe Bradshaw	Electrical Engineer	\$131.95
Dustin Colwell	Electrical Engineer	\$131.95
Cary Petersen	Electrical Engineer	\$131.95
Mike Serbiak	Accounting	\$131.95
Jonnelle Spino	Administrative	\$98.97
Janice Gilden	Administrative	\$98.97
Cindy Mathews	Administrative	\$98.97
Edna Melvin	Regional Team	\$273.80
Cornerstone Earth Group		
Person	Role	Rate
Scott Fitinghoff, P.E., G.E.	Geotechnical Engineer of Record and Project Manager	\$200.00
C. Barry Butler, P.E., G.E.	Geotechnical Peer Review	\$200.00
Nick Zoetewey, P.E.	Senior Staff Engineer	\$130.00
Stefanie Villasenor	Staff Engineer	\$117.00
Forrest Leblo	Field and Laboratory Technician	\$117.00
Nicole Comte	Laboratory Technician	\$91.00
Rick Novotny	Drafting	\$80.00
Telamon Engineering Consultants		
Person	Role	Rate
Mennor Chan, PE, PLS	Principal	\$220
Fred Reynolds, PE	Civil design and oversight	\$175
Doug Zuuring, PE	Civil design	\$150
Christopher Phan, PE	Civil design	\$125
Fred Bayani	Survey mapping	\$125
Michael Lee	Survey mapping	\$118
Earl Woods, PLS	Survey Management	\$198
Jeff Keaney, LSIT	Field Survey	\$178
Bryce Shepherd	Field Survey	\$178
Survey 1-person Field Crew	Field Survey	\$125
Denmark Manansala	Accounting	\$110