

TO: James L. App, City Manager
FROM: Meg Williamson, Assistant City Manager
SUBJECT: Professional Services Agreement - Airport Construction
DATE: April 7, 2009

NEEDS: For the City Council to adopt Resolution No. 09-XX, approving a Professional Engineering Services Agreement with Tartaglia Engineering for services incident to the Airport Taxiway 'A' extension project.

- FACTS:**
1. On December 5, 2008, the City issued a Request for Statements of Interest and Qualifications for Engineering Services to be performed in conjunction with capital improvement projects at the Municipal Airport.
 2. Five responses to the request were received and rated by City staff. On February 17, 2009, the City Council approved the staff recommendation to select the firm of Tartaglia Engineering of Atascadero as being the most qualified to perform said services.
 3. On March 3, 2009, the City Council approved a grant agreement with the Federal Aviation Administration (FAA) providing federal grant funding for Airport taxiway construction.
 4. A Professional Engineering Services Agreement, in the City's standard form, together with attached documentation has been prepared for the Tartaglia firm to do the required work.

**ANALYSIS
AND**

CONCLUSION: The scope of the proposed taxiway project has been previously reviewed and included in the approved Airport Master Plan and in the Airport Capital Improvement Plan. The design, engineering work and construction management of the project is consistent with standard practice and will be administered by City Staff. The finished design of the project requires FAA and City approval. Upon completion of the bid process, the construction contract will be presented to the City Council for final approval before the work commences.

POLICY

REFERENCE: Airport Master Plan and Layout Plan; City Capital Improvement Plan; FAA Grant Assurances and guidelines.

FISCAL

IMPACT: The subject agreement contains Phase One fees of \$90,055, and Phase Two fees which are charged on an hourly or per unit price – each estimated in the attached Exhibit – and not-to-exceed \$96,626. Total maximum agreement price is \$186,681, which is included in the project's approved budget appropriation and the grant funding.

- OPTIONS:**
- a. For the City Council to approve Resolution No. 09-XX, as presented.
 - b. Amend, modify or reject the above option.

Attachments:

- 1) Resolution No. 09-XX
- 2) Agreement Exhibit

RESOLUTION NO. 09-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH TARTAGLIA
ENGINEERING FOR DESIGN AND PROJECT MANAGEMENT WORK INCIDENT TO
CONSTRUCTION OF AIRPORT TAXIWAY 'A' EXTENSION

WHEREAS, the City of El Paso de Robles accepted federal grant funding for airport improvements; and

WHEREAS, the proposed taxiway extension project will benefit airport users and improve the airport facility; and

WHEREAS, the City of Paso Robles has conducted a Consultant Selection to determine a qualified firm to perform design, engineering and project management services of airport projects; and

WHEREAS, the City of Paso Robles has selected the firm of Tartaglia Engineering to perform the required design, engineering and construction management services.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council of the City of El Paso de Robles does hereby approve the Professional Services Agreement with Tartaglia Engineering.

SECTION 2. The City Council of the City of El Paso de Robles does hereby authorize the execution of the agreement in a final form and manner to be approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 7th day of April, 2009 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Duane Picanco, Mayor

ATTEST:

Cathy David, Deputy City Clerk



CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

PUBLIC WORKS DEPARTMENT
1000 Spring Street
Paso Robles, CA 93446

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
TO DESIGN, PREPARE PLANS AND SPECIFICATIONS, AND
PROVIDE PROJECT MANAGEMENT SERVICES
TO CONSTRUCT AIRPORT TAXIWAY 'A' EXTENSION
AIP 3-06-0184-19; DPW 09-04

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the **City of El Paso de Robles**, a public body, corporate and politic, (herein "CITY") and **Tartaglia Engineering**, having a principal place of business at Atascadero, CA, (herein "Consultant"), wherein Consultant agrees to provide the City and City agrees to accept the services specified herein in connection with **construction of Airport Taxiway 'A'**, DPW **09-04** (the "Project").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. CONTRACT ADMINISTRATOR. **Ditas Esperanza**, Capital Projects Engineer, at telephone number **(805) 237-3861** will administer this Agreement on behalf of City (herein "Contract Administrator"). **John A. Smith** at telephone number **(805) 466-5660**, is the authorized representative for Consultant. Changes in designated representatives shall be made only after advance written notices to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first-class mail, postage prepaid, or otherwise delivered as follows:

CITY: City of El Paso de Robles
Public Works Department
Attn: Ditas Esperanza
1000 Spring Street
Paso Robles, CA 93446
Phone: (805) 237-3861
Facsimile: (805) 237-3904

CONSULTANT: Tartaglia Engineering
Attn: John A. Smith
P.O. Box 1930
Atascadero, CA 93423
Phone: (805) 466-5660
Facsimile: (805) 466-5471

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail or facsimile, shall be deemed to be received five (5) days following their deposit in the U.S. mail or upon receipt if sent by facsimile.

3. EXHIBITS. Attached to this Agreement are the following Exhibits. Said Exhibits shall be initialed by Consultant. Said Exhibits are incorporated herein by reference:

Exhibit A. Description of Scope of Services to be performed by Consultant, including a timeline for submittals and Project completion.

Exhibit B. A listing of hourly rates of Consultant's personnel, Consultant's agents and contractors applicable to providing services under this Agreement. A definition of reimbursable costs with a maximum limit for reimbursable costs, along with a contract budget for the services described in Exhibit "A".

Exhibit C. Key Personnel, as described in Section 18.

Exhibit D. Insurance Requirements.

Exhibit E. Certification of Consultant (FAA Grant)

Exhibit F. FAA Consultant Contractual Requirements

Exhibit G. Engineering Agreement Cost Basis

4. SCOPE OF SERVICES.

A. Consultant shall provide the services, and make submittals to City in accordance with Exhibit "A", subject to the direction of the City Contract Administrator, as provided from time to time.

B. Consultant's services shall conform to City's original or mutually agreed upon revised schedule and budget for the Project.

5. TERM. Consultant shall commence performance within **ten (10) working days** of City's Notice to Proceed, and diligently prosecute the Services through to completion, as provided in Exhibit "A", unless otherwise directed by City or unless earlier terminated.

6. COMPENSATION OF CONSULTANT.

A. The Consultant will be paid for services provided to City on a time and material basis in accordance with the schedule set forth in Exhibit "B".

B. Payment of undisputed amounts is due within forty-five (45) days of receipt of invoices. Invoices shall reflect the phase or task to which the request for payment is being invoiced in accordance with the "Scope of Service" (Exhibit "A") and the percentage of completion of each phase.

C. The City shall not pay Consultant more than the sum of One Hundred Eighty Six Thousand, Six Hundred Eighty One Dollars (\$186,681.00), as stated in Exhibit "B" without the written authorization of the City's Contract Administrator.

D. Consultant shall be reimbursed at cost for reimbursable costs as provided in Exhibit "B".

E. Payment to Consultant shall be considered as full compensation of all personnel, materials, supplies, and equipment used in carrying out the services as stated in Exhibit "A".

F. City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to:

1. Require Consultant to correct such work or billings; or
2. Seek any other legal remedy.

7. ADDITIONAL SERVICES. Should services be requested by Consultant which are considered to be beyond the Scope of Services (Exhibit "A"), the Consultant shall provide a written request for consideration of Additional Services to the City Contract Administrator. The City Contract Administrator will make due consideration of the request for Additional Services. Consultant shall not provide Additional Services until Consultant has received written approval from the City Contract Administrator to perform same. Should the Consultant elect to proceed prior to receiving written approval by the City or Additional Services, the Consultant does so at Consultant's own risk.

8. INDEPENDENT CONTRACTOR. Consultant, its agents and contractors, are independent contractors, responsible for all methods and means used in performing the Consultant's services under this agreement, and are not employees, agents or partners of City.

9. PERFORMANCE STANDARDS.

A. Compliance with laws.

(1) Consultant shall (and shall cause its agents and contractors), at its sole cost and expense, to comply with all City, County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the Project and this Agreement. Any corrections to Consultant's instruments of professional service which become necessary as a result of the Consultant's failure to comply with these requirements shall be made at the Consultant's expense.

(2) Should the requirements referenced in subparagraph 1 above change after the date of design or drawing preparation, Consultant shall be responsible for notifying City of such change in requirements. Consultant will bring the instruments of professional service into conformance with the newly issued requirements at the written direction of City. Consultant's costs for providing services pursuant to this paragraph shall be submitted to City as Additional Services.

B. Standard of Performance. Consultant represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Consultant shall perform all such services in the manner and according to the

standards observed by a competent practitioner of the same profession in which Consultant is engaged. All products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall conform to the standards of quality normally observed by a person practicing in Consultant's profession. Consultant shall correct or revise any errors or omissions at the Contract Administrator's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement.

C. Professional Seal. Consultant shall have documents stamped by registered professionals, at Consultant's cost, for the disciplines covered by Consultant's instruments of professional service when required by prevailing law, usual and customary professional practice, by City, or by any governmental agency having jurisdiction over the Project.

10. TAXES. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

11. CONFLICT OF INTEREST. Consultant covenants that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Contract Administrator. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of this Agreement.

12. RESPONSIBILITIES OF CITY. City shall provide all information requested by Consultant that is reasonably necessary in performing the services provided herein.

13. OWNERSHIP OF DOCUMENTS.

A. The plans, specifications, estimates, programs, reports, models, and other material prepared by or on behalf of Consultant under this Agreement including all drafts and working documents, and including electronic and paper forms (collectively the "Documents"), shall be and remain the property of the City, whether the Project is completed or not, and to the extent that Consultant has been paid for satisfactorily completed Services. Consultant shall deliver all Documents to City upon (1) the substantial completion date of the Project, (2) the date of termination of this Agreement for any reason, or (3) at any time requested by City, upon five (5) days written notice.

B. The Documents may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable in connection with completion and maintenance of, and addition to, the Project, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another Consultant to use, such Documents to complete the Project, City agrees to release Consultant from any responsibility for the conformance of the incomplete portions of the Project to the Documents

and to hold Consultant harmless from any and all liability, costs, and expenses (including reasonable legal fees and disbursements), relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Documents. Consultant shall not be responsible for deficiencies to the extent attributable to modifications to the Documents performed by others, or that arise from use of the Documents on a site other than that shown in the Documents.

C. Consultant retains the copyright in and to the intellectual property depicted in the Documents subject to Consultant's limitations and City's rights and licenses set forth in this Agreement. City's ownership interest in the Documents includes the following single, exclusive license from Consultant for the Project: Consultant, for itself, its employees, heirs, successors and assigns, hereby grants (and if any subsequent grant is necessary, agrees to grant) to City an irrevocable, perpetual, royalty-free, fully paid-up, sole and exclusive license and right to use and exercise any and all of the copyrights or other intellectual property rights that Consultant may author or create, alone or jointly with others, in or with respect to the Documents, including without limitation all drawings, designs and graphic representations. City's license shall include the right to sublicense, shall be for all purposes with respect to each right of copyright, and shall be without restriction, except that City may not build or sublicense others to build an additional work of improvement that embodies Consultant's copyright protected designs without Consultant's prior written consent, which consent Consultant may condition solely upon additional payment to Consultant which shall be determined through reasonable and good faith negotiations between Consultant and City. Notwithstanding the foregoing, City may use the Documents to construct or have constructed at the location of the Project a work of improvement similar or identical to the Project if the Project does not proceed as contemplated in this Agreement, and such work of improvement shall not constitute an "additional work of improvement" under this paragraph 13(C).

D. Consultant shall cause to be included in all subcontracts and agreements with respect to the design and construction of the Project that Consultant negotiates, language which is consistent with this Section 13.

E. All reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

14. PREVAILING WAGE. Consultant and Consultant's sub-Consultants, to the extent required by the California Labor Code, shall pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at the City's Public Works Department office.

15. RECORDS, AUDIT AND REVIEW. Consultant shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Consultant's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. City shall have the right to audit and review all such documents and records at any time during Consultant's regular business hours or upon reasonable notice.

16. INDEMNIFICATION.

A. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its officers, employees, subcontractors or agents.

B. Limitation on indemnity obligations. Without affecting any of the rights of City under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City’s active negligence accounts for only a percentage of the liability involved, the obligation of Consultant will be for that entire portion or percentage of liability not attributable to the negligence of City.

C. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from the obligations of this Section 16. The obligations of this Section 16 shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

17. INSURANCE. Consultant shall provide insurance in accordance with the requirements of Exhibit D.

18. PERSONNEL.

A. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by the Consultant or under Consultant’s supervision, and all personnel engaged in the work shall be qualified to perform such services.

B. Continuity: Consultant shall make every reasonable effort to maintain stability and continuity of Consultants Key Personnel assigned to perform the Services. Key Personnel are identified in Exhibit C. Consultant shall provide City with a minimum twenty (20) days prior written notice of any changes in Consultant’s Key Personnel assigned to the Project, and shall not replace any Key Personnel with anyone to whom the City has a reasonable objection.

19. NONEXCLUSIVE AGREEMENT. Consultant understands that this is not an exclusive Agreement and that City shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Consultant as the City desires.

20. ASSIGNMENT. Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of City and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

21. TEMPORARY SUSPENSION. The City's Contract Administrator shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as he/she deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory services performed through the date of temporary suspension. In the event that Consultant's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Consultant's reasonable control, Consultant's compensation shall be subject to renegotiation.

22. TERMINATION.

A. Right to terminate. City retains the right to terminate this Agreement for any reason by notifying Consultant in writing ten (10) days prior to termination. Upon receipt of such notice, Consultant shall promptly cease work and notify City as to the status of its performance. City shall pay Consultant for its reasonable costs and expenses through the date of termination. However, if this Agreement is terminated for fault of Consultant, then City shall be obligated to compensate Consultant only for that portion of Consultant services which are of benefit to City, up to and including the day Consultant receives notice of termination from City.

B. Return of materials. Upon such termination, Consultant shall immediately turn over to the City Documents, whether or not completed, prepared by or on behalf of Consultant, or given to Consultant in connection with this Agreement. Consultant, however, shall not be liable for City's use of incomplete materials or for City's use of complete documents if used for other than the Project or Scope of Services contemplated by this Agreement.

C. Should City fail to pay Consultant undisputed payments set forth in Section 6, above, Consultant may, at Consultant's options, suspend its services or terminate this agreement if such failure is not remedied by City within thirty (30) days of written notice to City of such late payment.

23. DISPUTE RESOLUTION. City and Consultant agree that disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

24. CITY NOT OBLIGATED TO THIRD PARTIES. City shall not be obligated or liable for payment hereunder to any party other than the Consultant.

25. NON-DISCRIMINATION. Consultant shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

26. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

27. COSTS AND ATTORNEY'S FEES. The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

28. SECTION HEADINGS. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

29. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

30. REMEDIES NOT EXCLUSIVE. Except as provided in Sections 22 and 23, no remedy herein conferred upon or reserved to City is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

31. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein. The foregoing notwithstanding, neither party shall be liable for damages or delays arising out of circumstances beyond its reasonable control.

32. NO WAIVER OF DEFAULT. No delay or omission of City to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to City shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of City.

32. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

33. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

34. CALIFORNIA LAW. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

35. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

36. AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Consultant hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Consultant is obligated, which breach would have a material effect hereon.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by City.

CONSULTANT: TARTAGLIA ENGINEERING

_____ Date: _____
John A. Smith, Owner

CITY OF EL PASO DE ROBLES

_____ Date: _____
James L. App, City Manager

**EXHIBIT D: INSURANCE REQUIREMENTS
TO
PROFESSIONAL SERVICES AGREEMENT**

Design Professional shall, at all times it is performing services under this Agreement, provide and maintain insurance in the following types and with limits in conformance with the requirements set forth below. Design Professional will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Design Professional agrees to amend, supplement or endorse the existing coverage to do so. Design Professional acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Design Professional in excess of the limits and coverage required in this agreement and that is applicable to a given loss will be available to City.

1. Commercial General Liability Insurance, occurrence form, using Insurance Services Office ("ISO") "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review, but in no event shall be less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit;
2. Business Auto Coverage on ISO Business Automobile Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event shall be less than \$1,000,000 each occurrence. If Design Professional or its employees will use personal autos in any way on this Project, Design Professional shall provide evidence of personal auto liability coverage for each such person.
3. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employers liability insurance, with minimum limits of \$1 million per occurrence.
4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by insured first. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Design Professional, subconsultants or others involved in the Project. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than [REDACTED] per occurrence.
5. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Design Professional and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must

include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

6. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

7. General conditions pertaining to provision of insurance coverage by Design Professional. Design Professional and City agree to the following with respect to insurance provided by Design Professional:

a. Design Professional agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents. Design Professional also agrees to require all contractors, and subcontractors to do likewise. The additional insured endorsement proposed by Design Professional, G17957-G99, is acceptable for this contract only.

b. No liability insurance coverage provided to comply with this Agreement shall prohibit Design Professional, or Design Professional's employees, or agents, from waiving the right of subrogation prior to a loss. Design Professional agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

c. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

e. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

f. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Design Professional shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

g. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Design Professional's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Design Professional or deducted from sums due Design Professional, at City's option.

- h. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Design Professional agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
- i. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Design Professional or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.
- j. Design Professional agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Design Professional, provide the same minimum insurance coverage required of Design Professional. Design Professional agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Design Professional agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
- k. Design Professional agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. City acknowledges that Design Professional's existing coverage includes a deductible or self-insured retention in the amount of \$50,000. At that time the City shall review options with the Design Professional, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
- l. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Design Professional ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Design Professional, the City will negotiate additional compensation proportional to the increased benefit to City.
- m. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- n. Design Professional acknowledges and agrees that any actual or alleged failure on the part of City to inform Design Professional of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- o. Design Professional will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
- p. Design Professional shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies

providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Design Professional's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

q. The provisions of any workers' compensation or similar act will not limit the obligations of Design Professional under this agreement. Design Professional expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

r. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

s. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

t. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

u. Design Professional agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Design Professional for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

v. Design Professional agrees to provide immediate notice to City of any claim or loss against Design Professional arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT "A"

SCOPE OF THE WORK

The work of this agreement is included in Airport Improvement Program Project AIP 3-06-0184-19, which is being undertaken and accomplished by the City of Paso Robles in accordance with the terms and conditions of a Grant Agreement between the City of Paso Robles and the United States. The United States is not party to this engineering services agreement and no reference in this agreement to the FAA or any representative thereof, or to the United States, by the agreement, makes the United States a party to this agreement.

The scope of work shall include engineering services for the City of Paso Robles's Airport Improvement Project for the Paso Robles Municipal Airport, which is designated as AIP 3-06-0184-19, which shall include the construction of the following improvements in one construction contract:

1. Extend Taxiway Alpha (A) approximately 1,400 feet, joining Taxiway A at the intersection of Taxiway D to the north, and joining Taxiway E at the south. The taxiway will be 50 feet wide with gravel shoulders. Improvements include edge lighting and guidance signage, storm drainage, and pavement markings. The taxiway structural section will include subgrade preparation, aggregate base, and asphalt pavement. Finally, the scope of work will include storm water pollution prevention measures including the application of a hydro-mulch erosion control material.
2. Remove and replace existing heliport light lenses with new, standard, green lenses.
3. Additionally, taxiway edge lights will be installed on the westerly 150 feet of Taxiway F, between the hold position markings and Runway 1-19. This runway / taxiway intersection is not at a right angle. The addition of taxiway edge lights along this portion of the taxiway is intended to enhance safety for aircraft that struggle to understand the alignment of the taxiway at night.

The estimated construction cost for this project is \$815,000.00

SCHEDULE

It is anticipated that the project will be ready for bidding and construction in late spring, 2009. Construction will occur over the summer, and all construction activities, and close out documentation will be complete by the end of November, 2009.

EXHIBIT "A"

SCOPE OF SERVICES

The services to be performed and provided by the Consultant for the City of Paso Robles under this Agreement for AIP -19 is as follows:

Phase One - Design

The services to be performed and provided by the Consultant for the City under Phase One of this Agreement shall include:

- A. All geotechnical investigation and related engineering services necessary for the design of the project.
- B. All field survey necessary for the design of all proposed airfield improvements.
- C. All services required to prepare working drawings, specifications and contract documents upon which proposals for construction of the work may be based.
- D. Prepare an Engineer's Report, including an estimate of construction costs to comply with FAA requirements.
- E. All technical services required for the preparation of advertisement and bid forms, interpretation of bid documents, and preparation of addenda, as required.
- F. Attend the bid opening and assist in the review of bid proposals and awarding the construction contracts as required. Prepare a spread sheet bid summary table, of all bids, including the engineers estimate.
- G. Prepare Quality Control Construction Management Plan to comply with FAA requirements.
- H. Prepare a Pavement Maintenance Management Program (PMMP), in conformance with FAA standards and requirements, addressing all airfield pavements.

EXHIBIT "A"

Phase Two - Construction Engineering & Contract Administration

The services to be performed and provided by the Consultant for the City under Phase Two of this Agreement shall include:

- A. All testing services necessary to monitor compliance with project plans and specifications.
- B. All field staking necessary for the construction of the improvements. Such staking shall be in accordance with common industry practice.
- C. Inspect the work and notify the City of any failure by the Contractors to comply with the plans and specifications.
- D. Attend and chair the preconstruction conference.
- E. Administer the construction contract and general review of the progress of the work.
- F. Check all shop drawings and submittals.
- G. Review and recommend to the City relative to approval of periodic requests for payments to the Contractor.
- H. Prepare any change orders, should same be required.
- I. Attend the final inspections.
- J. Prepare the Final Engineer's Report.
- K. Prepare the "Drawings of Record" and furnish the City with one set of reproducible drawings for the project.
- L. Revise the Airport Layout Plan (ALP) to reflect the completed project.

EXHIBIT "B"

EXHIBIT B INCLUDES:

1. Summary of Costs
2. Tartaglia Engineering Fee Schedule
3. Earth Systems Pacific fee proposal including Fee Schedule

SUMMARY OF COSTS

City agrees to compensate the Consultant for work accomplished under this Agreement for AIP-19 on the following basis:

Phase One

Payment for services under Phase One shall be in three parts as follows:

1. For services set forth in Exhibit "A," Phase One, Paragraph A, City agrees to pay Consultant a lump sum amount of \$7,480.00.
2. For services set forth in Exhibit "A," Phase One, Paragraphs B, C, D, E, F, and G, City agrees to pay Consultant a lump sum amount of \$77,671.00.
3. For services set forth in Exhibit "A", Phase One, Paragraph H, City agrees to pay Consultant a lump sum amount of \$4,904.00.

Phase Two

Payment for services under Phase Two shall be in two parts as follows:

1. For services set forth in Exhibit "A," Phase Two, Paragraphs A, B, and C, City agrees to pay Consultant on an hourly basis and/or unit prices. The total fee for Phase Two, Paragraphs A, B, and C, shall not exceed \$80,000.00.
2. For services set forth in Exhibit "A," Phase Two, Paragraphs D, E, F, G, H, I, J, K, and L, City agrees to pay Consultant a lump sum amount of \$16,626.00, which shall be due in equal monthly payments during the period of construction. Said lump sum amount assumes substantial Contractor material compliance with the specifications. In the event of significant Contractor material non-compliance, wherein written protest is submitted by the Contractor and/or potential litigation is anticipated because of such non-compliance, the Consultant shall notify the City in writing that additional efforts may be required by the Consultant to protect the interests of the City. The City shall have the option to authorize such work as "additional services" under the provisions of this Agreement.

Hourly rates where indicated are in accordance with the Fee Schedules included elsewhere in this Exhibit "B".

TE TARTAGLIA ENGINEERING
CIVIL ENGINEERS

7360 El Camino Real, Suite E • P. O. Box 1930
Atascadero, California 93423
E-mail: civilengineers@tartaglia-engineering.com
Phone (805) 466-5660 • Fax (805) 466-5471

FEE SCHEDULE M - 2009

| | |
|--|-------------------|
| Professional Engineer | \$112.00 per hour |
| Licensed Land Surveyor | \$104.00 per hour |
| Civil Engineer | \$98.00 per hour |
| Project Manager | \$85.00 per hour |
| Engineer Technician | \$75.00 per hour |
| Draftsman | \$65.00 per hour |
| Inspector: Day, Straight Time | \$97.00 per hour |
| Day, Overtime | \$112.00 per hour |
| Night, Straight Time | \$100.00 per hour |
| Night, Overtime | \$115.00 per hour |
| (Minimum night shift = 4 hours) | |
| Engineering Aide | \$55.00 per hour |
| Clerical | \$44.00 per hour |
| Survey Party: One Man (with robotic) | \$155.00 per hour |
| Two Man | \$180.00 per hour |
| Three Man | \$210.00 per hour |

Direct expenses shall be reimbursed as follows:

| | |
|---|----------------------|
| Mileage | \$0.50 per mile |
| Per diem | \$110.00 per man-day |
| Reproduction, postage, express mail shipping, advertising | Cost + 10% |
| Sub-consultant services | Cost + 5% |
| Permit, plan check, and agency inspection fees | At Cost |

Fee Schedule effective through December 31, 2009



March 6, 2009

Mr. John Smith
Tartaglia Engineering
P.O. Box 1930
Atascadero, CA 93423

PROJECT: PASO ROBLES AIRPORT
AIP 16: EXTEND TAXIWAY ALPHA
PASO ROBLES, CALIFORNIA

SUBJECT: Proposal to Provide a Soils Engineering Investigation and Construction
Testing Services

REF.: Request for Proposal (RFP), Paso Robles Airport, AIP-16 Project, by
Tartaglia Engineering, dated March 4, 2009

Dear Mr. Smith:

As per our recent telephone conversation and your RFP, we are pleased to submit the following proposal to provide a soils engineering investigation and construction testing services for the planned project at the Paso Robles Airport in Paso Robles, California. We understand that the project will entail the extension of Taxiway Alpha from the south side of Taxiway Delta to the north side of Taxiway Echo. The project area is currently undeveloped infield area; the project will entail clearing and grubbing, placement of fill as needed, subgrade preparation and construction of a structural section of aggregate base and asphalt concrete (AC) pavement. The infield area will be graded and some storm drainage culverts and underground piping may be required. All materials utilized will be as per the FAA specifications. No retaining walls are planned.

Our proposed soils engineering investigation is intended to fulfill the requirements of FAA AC 150/5320—6D for preliminary soil testing; the number and depths of borings are as requested in your RFP. Our scope of work for the construction testing program is based on our understanding of a possible construction schedule, as per the RFP, and our experience with the requirements of the plans and specifications on similar airport improvement projects. It is our understanding that this project is subject to the California Prevailing Wage law.

Our proposed scope of work is as follows:

I. Soils Engineering Investigation

A. Field Work

1. Conduct an exploratory program of the subsurface conditions and materials involving drilling and sampling of six borings to a maximum of 10 feet below existing grade. Actual locations of borings will be determined in the field during a site visit by a representative of this firm and the client. Underground Service Alert (USA) will be contacted to locate utilities within their scope of services.



Responsibility for accurate location of utilities lies with the client, and this firm shall not be held responsible for damage to underground improvements once USA has been contacted.

This proposal is based on the assumption that the borings will be performed during normal working hours (7:00 a.m. to 5:00 p.m., Monday through Friday), and on a single day at the site. All vehicles will be marked with a standard checkered flag and beacon; the field crews will not be required to maintain radio contact with aircraft or on-site personnel during drilling operations.

2. Relatively undisturbed samples will be secured from all borings using a split-ring sampling apparatus at existing grade and at 2 feet below existing grade. A Standard Penetrometer (SPT) sample will be secured at 10 feet. These samples, together with loose bulk samples of all materials encountered in the borings will be returned to the laboratory for further testing.
3. Borings will be backfilled with native soil.

B. Laboratory Analysis

1. *In situ* moisture content and unit dry weight for the split-ring samples from the borings (ASTM D 2937) (12 tests total).
2. Maximum density-optimum moisture testing (ASTM D 1557). This data will be used to determine *in situ* relative compaction data, to provide a basis for CBR testing, and to provide a standard for compaction control during grading operations (2 tests total).
3. Sieve/hydrometer analysis (ASTM D 422) of materials encountered to determine relative percentages of sand, silt, and clay (2 tests total).
4. Plasticity index testing (ASTM D 4318) of selected soils to assist in soil classification (2 tests total).
5. CBR testing of selected soils encountered in the borings (ASTM D 1883, for a range of moisture contents) (2 tests total).

C. Reporting

Final recommendations and results will be set forth in a written report based on data obtained from the exploration and testing programs, evaluation of the resulting data, as well as on experience and judgment. Laboratory test data will be provided in graphic and tabular form for use by the client. Four bound, one unbound and one digital (CD format) copy of the report in .pdf format will be provided.



D. Fees

Based on this outlined scope of services, we propose to provide the soils engineering investigation on a fixed-fee basis. Fees to be charged will be as follows:

Soils Engineering Investigation\$6,800.00

Total due upon presentation of invoice. Monthly invoices will be submitted for major work elements (field investigation, laboratory testing and analysis/report preparation) as they are completed.

II. Construction Testing Services

Subsequent to the soils engineering investigation, we propose to provide construction testing services for the project. We understand that this project is anticipated for construction over an 8-week time frame, in August through December of this year. This estimate is based on our understanding of a possible construction schedule, as per the RFP.

Our services will consist of the following:

A. Construction Testing Services

1. Field density testing to determine relative compaction of fill, subgrade and aggregate base grade prior to paving operations. Compaction testing of storm drain backfill is also planned. Testing will be performed using nuclear-source equipment (ASTM D 6938). Relative compaction will be determined by comparing the field data to the results of laboratory maximum density-optimum moisture tests (ASTM D 1557).
2. We have assumed that sampling of concrete for slump and compressive strength testing will not be needed.
3. As the project will have AC designed according to FAA standards, we have assumed testing during paving operations, which will consist of sampling AC prior to compaction, so that laboratory tests for Marshall stability, flow, air voids and density can be completed. A mobile field laboratory will be equipped to perform the necessary on-site AC testing during paving operations. AC samples will be processed in our San Luis Obispo laboratory for asphalt content by the ignition oven method (ASTM D 6307) and sieve analysis of the resulting aggregate. The contractor will be responsible for all acceptance testing of aggregates, the design of the AC mix, and quality control testing at the plant during AC production. The contractor will also be responsible for routine monitoring of AC compaction during production; when all compaction operations are complete, the contractor will secure cores of the completed pavement and provide them to our firm for final density testing. The contractor will be responsible for repairing all core locations.



B. Testing Conditions

Estimated fees are based on the following conditions:

1. All testing and inspection services will be performed during regular working hours (7:00 a.m. to 5:00 p.m., Monday through Friday). Services provided beyond these working hours would be subject to an overtime rate.
2. A maximum of one type of aggregate base will be utilized on the project.
3. The client will provide copies of the plan sheets in CAD format for our use in preparation of reports.
4. A test strip will be constructed by the contractor prior to full production paving. The test strip will be tested in a manner similar to full production paving.
5. The estimated AC quantity is 1,820 tons. We have assumed that paving operations for the project will be complete in two working days, with a separate day for a test strip.
6. The owner will provide a suitable, secure location at the site for placement of a mobile field laboratory for the duration of the project. At this location, a water source (hose bib) and an electrical outlet (110 V., min. 30 amps.) is to be provided by the owner. The mobile laboratory charge will only apply for the days when AC is in production. Although the AC construction shifts are anticipated for a maximum of 8 hours, our field inspector will continue testing procedures at the site until all tests are completed, so that information can be made available to the project inspector and the contractor prior to the start of the next shift.
7. One report each will be submitted for compaction testing at the end of the project. Results of AC testing will be provided on a daily basis as they are completed.

C. Fees

Construction testing fees will be billed on a time and materials basis. Estimated fees for our services are as follows:

1. Project Management and Job Meetings

| | | |
|----------------------------------|-------------------------|--------------|
| Project Management-Engineer | 6 hours @ \$125.00/hour | \$750.00 |
| Mileage (assumes 2 Engr. visits) | 140 miles @ \$0.75/mile | 105.00 |
| Project Management-Inspector | 4 hours @ \$89.50/hour | 358.00 |
| Mileage (assumes 1 Insp. visit) | 70 miles @ \$0.75/mile | <u>52.50</u> |

Subtotal, Project Management and Job Meetings **\$1,265.50**



2. Compaction Testing

Compaction testing of fill, subgrade, and aggregate base for the Taxiway Alpha, for the infield area, and for storm drain trench backfill will be provided during an estimated twelve site visits. Assumes a total of four samples of aggregate base for sieve analysis testing.

| | | |
|-------------------------------------|-------------------------|-------------------|
| Technician (includes travel) | 48 hours @ \$89.50/hour | \$4,296.00 |
| Mileage (assumes 12 site visits) | 840 miles @ \$0.75/mile | 630.00 |
| Nuclear Density Tests | 90 tests @ \$10.00/test | 900.00 |
| Sieve Analyses | 4 tests @ \$120.00/test | 480.00 |
| Maximum Density Tests | 5 tests @ \$170.00/test | <u>850.00</u> |
| Subtotal, Compaction Testing | | \$7,156.00 |

3. AC Testing

Provide acceptance testing for AC for an assumed two days of placement, plus one day for a test strip. The AC testing proposed is for plant-produced material typically provided by the engineer, with the exception of smoothness and grade, which will be determined by others. As previously noted, to determine asphalt content of the AC during production, we propose the use of the ignition oven, rather than solvent extraction.

| | | |
|--|--------------------------------------|-------------------|
| Mobile Lab Mobilization | 4 hours @ \$89.50/ea. | \$358.00 |
| Mobile Lab Demobilization | 4 hours @ \$89.50/ea. | 358.00 |
| Mileage | 2 days @ 70 miles./day@ \$0.75/mile | 105.00 |
| Site Testing | 3 days @ 8 hrs./day@ \$89.50/hr. | 2,148.00 |
| Site Testing (O.T) | 3 days @ 4 hrs./day@ \$115.00/hr. | 1,380.00 |
| Mileage | 3 days @ 70 miles./day@ \$0.75/mile | 157.50 |
| Mobile Lab Charge | 3 days @ \$325.00/ea. | 975.00 |
| AC Ignition Tests (SLO Lab) | 6 tests @ \$200.00/ea. | 1,200.00 |
| Engineer, AC Test Review/Results to Project Engineer | 3 days @ 1.5 hrs./day @ \$125.00/hr. | <u>562.50</u> |
| Subtotal, Asphalt Concrete Testing | | \$7,244.00 |



4. Report Preparation

Compaction Testing

| | | |
|--------------------------------|------------------------|---------|
| Technician-Non Prevailing Wage | 1 hour @ \$60.00/hr. | \$60.00 |
| Drafting-Non Prevailing Wage | 3 hours @ \$60.00/hr. | 180.00 |
| Engineer | 2 hours @ \$125.00/hr. | 250.00 |

AC Testing

| | | |
|-------------------------------|--------------------------------------|---------------|
| Inspector-Non Prevailing Wage | 1.5 hours @ \$69.00/hour | 103.50 |
| Engineer | 3 days @ 1.5 hrs./day @ \$125.00/hr. | <u>562.50</u> |

Subtotal, Report Preparation **\$1,156.00**

Estimated Total, Construction Testing Services **\$16,821.50**

CONDITIONS

Unit costs to develop the estimate for construction testing services are included in the attached Fee Schedule. Overtime work will be charged at the rates published in the attached Fee Schedule. All sampling and testing services will be subject to a 2-hour minimum charge, billed in 1-hour increments. Sample pick-ups (if needed) on Monday through Friday will be charged at 1.5 hours. Sample pick-ups (if needed) on weekends and holidays will be subject to a 2-hour minimum at the noted rate. The per visit mileage charge will be 70 miles. The fees noted above are estimates only; actual fees will be based on the time required to complete the required services in accordance with the unit prices listed above.

As the presence of our personnel at the site during construction will depend upon the contractor's schedule and the progress of the work, the fees presented above for construction testing services are to be considered estimates only, and shall not be construed as guaranteed maximum fees. The invoices will reflect the actual amount of time spent and services performed, and may be greater or less than the estimated amounts. This fee quotation will remain in effect through the end of 2009, or until any changes in the published prevailing wage rates are made.

The client is to supply surveying notes, the latest plans and specifications, and to notify us of any changes pertinent to the performance of our testing and observation services. The client or client's agent is responsible for contacting this firm when the project begins, and when specific testing services are required. Once construction is initiated, we will work with the site inspector to establish observation and testing schedules that will not interfere with the contractor's construction schedule. We will also make every effort to combine site visits for inspection and testing services where possible to reduce the total fees. Earth Systems Pacific will test at locations and depths deemed appropriate to provide the client with information regarding the relative compaction within the tested areas. Areas may be retested after rework, if required.



Tartaglia Engineering
Paso Robles Airport – AIP 16

7

March 6, 2009

Fees for routine consultation to verify the progress of the work are included in the quotation. If situations occur that require consultation to address an unforeseen circumstance, such consultation will be invoiced accordingly.

Charges for retests or reinspections due to failing results, or when tests or inspections are requested but the contractor is not ready and does not cancel our personnel, are also not included in the estimate and will be billed at hourly rates. This firm will not be responsible for backcharging the contractor for retests or reinspections.

If the client finds the proposed scope of work, terms for services (attached), and fees satisfactory, the return of the attached work order, signed and dated by the party responsible for payment, will constitute authorization for work on the project to begin. This agreement can be terminated by either party upon notification in writing. This firm's responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client.

Thank you for considering our firm for this project. If you have any questions, or if we can be of service in any way, please call this office at your convenience.

Sincerely,

Earth Systems Pacific

A handwritten signature in cursive script, appearing to read "Fred J. Potthast".

Fred J. Potthast, G.E.
Vice President

Attachments: Work Order
Terms
January 2009 Fee Schedule

Doc. No.: 0903-025.PRP/jml



WORK ORDER

Earth Systems Pacific ("Consultant") and Client agree to a work assignment for Earth Systems Pacific as follows:

Date: March 6, 2009 **Doc. Number:** 0903-025.PRP

Name of Project: PASO ROBLES AIRPORT
AIP 16: EXTEND TAXIWAY ALPHA

Order Received by: Fred J. Potthast

Client Name: Tartaglia Engineering, Attn.: Mr. John Smith

Client Address: P. O. Box 1930, Atascadero, CA 93423

Location of Project: Paso Robles, California

Scope of Services: Per Proposal dated March 6, 2009

Fees to be Charged: Per Proposal dated March 6, 2009*

ADDITIONAL TERMS ARE PRINTED ON THE SECOND PAGE OF THIS DOCUMENT.

I HAVE READ AND AGREE TO ALL TERMS OF THIS DOCUMENT, INCLUDING THE TERMS FOR SERVICES STATED ON THE SECOND PAGE.

CCGC, Inc. dba
Earth Systems Pacific

Fred J. Potthast, G.E.
Vice President

Date

[Handwritten Signature]
3/6/09

AGREED TO AND ACCEPTED:
(By party responsible for payment)

Client Name (please print)

Signature and Title

Date

Telephone Number

PLEASE RETURN A SIGNED COPY
TO EARTH SYSTEMS PACIFIC

IF THE CLIENT DOES NOT OWN THE PROPERTY, PLEASE FILL IN THE PROPERTY OWNER'S NAME AND ADDRESS:

Name: _____

Address: _____

*Rates are subject to change due to changes in prevailing wage law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any additional aspect of the project, the client agrees to pay Earth Systems Pacific (Consultant) any and all additional compensation necessary to adjust Consultant's wage, to pay any penalties that may be levied against Consultant due to alleged noncompliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to prevailing wage is determined not to be subject to prevailing wage, no refund of fees will be given.

January 2009 Fee Schedule

1. INVESTIGATION, MONITORING & INSPECTION If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to stop the work of others.

2. SITE ACCESS & UTILITIES Client has sole responsibility for securing site access and locating utilities.

3. BILLING AND PAYMENT Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Prior to initiation of field work, a retainer is required. This retainer shall be maintained throughout the project and shall be applied to the final invoice. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule.

4. OWNERSHIP OF DOCUMENTS Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. TERMINATION This agreement may be terminated by either party effective 7 days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within 30 days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. RISK ALLOCATION In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Regarding any loss due to the sole negligence or willful misconduct of Consultant, or any loss due to design defects, Client agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client, and to all construction contractors and subcontractors on the entire project, to the lesser of \$25,000.00 or total fees charged by Consultant. Client further agrees to require of the contractor and his subcontractors an identical limitation of Consultant's liability for damage suffered by the contractor or the subcontractor arising from any alleged breach or negligence of Consultant. Client agrees to provide to Consultant proof of insurance covering claims for property damage including construction defects and related personal injury on an occurrence basis in an amount of not less than \$1 million per occurrence and in the annual aggregate. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. HAZARDOUS MATERIALS Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. ASSIGNS AND THIRD PARTIES Neither the client nor Consultant may delegate, assign or transfer his duties or rights in this Agreement without the written consent of the other party. This Agreement is intended only to benefit of the parties hereto. No person who is not a signatory to this agreement shall have any rights hereunder to rely on this contract or on any of Consultant's services or reports without the express written authorization of Consultant.

9. GOVERNING LAW, SURVIVAL AND FORUM SELECTION The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.



FEE SCHEDULE

(Effective January 1, 2009)

The following schedule presents unit rates (straight-time) for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are typical charges for the services most frequently performed by Earth Systems Pacific. Additional services not listed are available and can be discussed at the client's request. To discuss a scope of work and fees for a specific project, please contact our office.

HOURLY CHARGES FOR PERSONNEL

| | | | |
|----------------------------------|---------|------------------------------|----------|
| Word Processing and Reproduction | \$48.00 | Engineering Technician | \$ 80.00 |
| Technician | \$60.00 | Staff Engineer/Geologist | \$ 95.00 |
| for prevailing wage projects | \$89.50 | Project Engineer/Geologist | \$110.00 |
| Senior Technician | \$75.00 | Senior Engineer/Geologist | \$125.00 |
| for prevailing wage projects | \$89.50 | Associate Engineer/Geologist | \$145.00 |
| Special Inspector | \$69.00 | Principal Engineer/Geologist | \$165.00 |
| for prevailing wage projects | \$89.50 | | |
| Caltrans-Certified Technician | \$89.50 | | |

BASIS OF CHARGES

1. The following information applies to non-prevailing wage projects, and may vary for projects subject to prevailing wage law. Requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
2. Field services for regular work days on non-prevailing wage projects are subject to a 2-hour minimum charge for inspections, consultations, sampling, or show up time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. Field services for prevailing wage projects will be charged in 4-hour increments.
3. Saturdays, night work, and premium hours (before 7 a.m., after 5 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time.
4. Charges are calculated in one-hour increments and time is accumulated on a portal-to portal basis.
5. Nuclear density gauge charge \$10.00/test.
6. Mileage is invoiced at a rate of \$0.75/mile (portal to portal).
7. Out of town travel and expenses will be charged at cost plus 15%; fixed per diem rates for specific projects can be provided upon request.
8. Report copies \$20.00 per copy (minimum).
9. Invoices are payable upon presentation. Invoices thirty days past due will be subject to a service charge of one and one-half percent per month.
10. Deposition, Hearing and Court Appearances (as Expert Witness) are listed on a supplemental fee schedule.



FEE SCHEDULE

(805) 544-3276 • FAX (805) 544-1786
E-mail: esc@earthsys.com

(Effective January 1, 2009)

SUBCONTRACT SERVICES

Subcontract services are to be billed at cost plus 15 percent. These include, but are not limited to, consultants' fees, equipment rental (such as drilling, trenching and special access equipment), materials, freight, outside laboratory tests, aerial photographs, permit fees, and incidental expenses.

SPECIAL FIELD SERVICES

Geophysical work, pile load tests, vane shear tests, piezometer installations, slope indicator installations, and other special tests will be quoted on an individual basis.

ENVIRONMENTAL SERVICES

Rates for environmental sampling, safety, and testing equipment are listed on a supplemental fee schedule. All rentals or purchases of required equipment and supplies, as well as subcontracted services, will be invoiced at cost plus 15%.

WELDER CERTIFICATION TESTS

| | |
|---------------------------------------|-----------|
| AWS D1.1: 3/8" plate | \$200.00 |
| AWS D1.1: 1" plate..... | \$360.00 |
| ASME Section IX: 2"x-heavy pipe | \$320.00 |
| API 1104: 6" pipe..... | \$320.00 |
| AWS D1.3: sheet steel..... | \$120.00 |
| AWS D1.4: reinforcing bar | Per Quote |

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

| | | |
|---|---------------------------------------|-------------|
| Atterberg Limits: | a. Liquid Limit or Plastic Limit..... | \$90.00 |
| | b. Plasticity Index..... | \$165.00 |
| C.B.R. (3 points; includes maximum density) | | \$500.00 |
| C.B.R. (9 points; includes maximum density) | | \$850.00 |
| Maximum Density and Optimum Moisture: | | |
| | a. 4" or 6" Mold..... | \$170.00 |
| | b. California Impact | \$250.00 |
| Consolidation, (one dimensional)..... | | \$165.00 |
| Consolidation, timed (per point)..... | | \$60.00 |
| Corrosivity Tests | | Per Quote |
| Direct Shear (per point, 3 points minimum) | | \$70.00 |
| Expansion Index Test | | \$150.00 |
| Laboratory Technician (sample preparation)..... | | \$60.00/hr. |
| Long Hydrometer Analysis (assumed specific gravity) with 200 wash | | \$200.00 |
| Moisture Determination and Unit Weight | | \$25.00 |
| Moisture Only..... | | \$20.00 |
| Permeability Tests (constant head, falling head) | | Per Quote |
| R-Value | | \$250.00 |
| Sand Equivalent..... | | \$100.00 |
| Sieve Analysis, Aggregate Base/Subbase..... | | \$120.00 |
| Sieve Analysis (oversize material)..... | | \$180.00 |
| Sieve Analysis with 200 wash | | \$90.00 |
| Sieve Analysis without 200 wash | | \$65.00 |
| Specific Gravity | | \$100.00 |
| Unconfined Compression (untreated)..... | | \$75.00 |



FEE SCHEDULE - MATERIALS TESTING

(Effective January 1, 2009)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (\$60/hr) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

CONCRETE AGGREGATE

| | |
|--|-------------|
| Abrasion , L.A. Rattler (100 & 500 revolutions)..... | \$125.00 |
| Absorption, Coarse Aggregate..... | \$50.00 |
| Absorption, Fine Aggregate..... | \$85.00 |
| Clay Lumps and Friable Particles in Aggregate | \$95.00 |
| Cleanness Value of Coarse Aggregate..... | \$115.00 |
| Crushed Particles (each size)..... | \$100.00 |
| Durability Index, Coarse Aggregate | \$125.00 |
| Durability Index, Fine Aggregate | \$125.00 |
| Flat and Elongated Particles in Aggregate..... | \$85.00 |
| Laboratory Technician (sample preparation)..... | \$60.00/hr. |
| Organic Impurities in Fine Aggregate | \$55.00 |
| Potential Reactivity of Aggregate by Chemical Method (each size) | Per Quote |
| Sand Equivalent..... | \$100.00 |
| Sieve Analysis, washed..... | \$90.00 |
| Soundness, Sodium Sulfate (5 cycles)..... | \$300.00 |
| Specific Gravity, Coarse Aggregate | \$60.00 |
| Specific Gravity, Fine Aggregate | \$100.00 |
| Unit Weight of Aggregate | \$60.00 |

CYLINDERS, BEAMS AND CORES

| | |
|---|---------|
| Compression Test of Cast Cylinders | \$25.00 |
| Compression Test of Cored Samples, including surfacing if necessary..... | \$40.00 |
| Compression Test of Gunité Samples, including surfacing if necessary (added to coring charges)..... | \$40.00 |
| Compression Test of Lightweight Concrete | \$25.00 |
| Density of Concrete Cylinders (as received; volume from measurements) | \$30.00 |
| Density of Hardened Concrete (volume from measurements)..... | \$60.00 |
| Flexural Strength, Simple Beam with Third Point Loading..... | \$75.00 |
| Unit Weight of Lightweight Concrete | \$45.00 |
| Sample Storage, if not tested, per month..... | \$25.00 |

MASONRY

| | |
|--|----------|
| Absorption of Block (set of 3)..... | \$90.00 |
| Compression Test on Block (set of 3) | \$110.00 |
| Compression Test on Grouted Prisms (includes cutting)..... | \$120.00 |
| Compression Test on Masonry Cores..... | \$40.00 |
| Compression Test, 2" x 4" Mortar Cylinders | \$25.00 |
| Compression Test, 3" x 3" x 6" Grout Samples | \$25.00 |
| Moisture Content of Block as received (set of 3) | \$50.00 |
| Shear Test on Masonry Cores (2 faces)..... | \$70.00 |
| Specific Gravity and Unit Weight of Block (set of 3) | \$65.00 |



FEE SCHEDULE - MATERIALS TESTING

(805) 544-3276 • FAX (805) 544-1786
E-mail: esc@earthsys.com

(Effective January 1, 2009)

ASPHALT CONCRETE

| | |
|--|----------|
| Bulk Specific Gravity of Compacted Specimens and Core Samples | \$30.00 |
| Compaction of Laboratory Samples, California Kneading Compactor (each) | \$60.00 |
| Compaction of Laboratory Samples, Marshall Method (50 blows per side) | \$65.00 |
| Compaction of Laboratory Samples, Marshall Method (75 blows per side) | \$70.00 |
| Asphalt Content of A.C. Mixtures (extract/ignition method) | \$200.00 |
| Maximum Density (average of 5 samples) | \$450.00 |
| Moisture Content | \$30.00 |
| Specific Gravity, Theoretical Maximum | \$80.00 |
| Stability and Flow, Marshall Apparatus | \$50.00 |
| Stability, Hveem Apparatus Avg. of 3 pts. / incl. compaction | \$465.00 |

REINFORCING AND STRUCTURAL STEEL

| | |
|---|------------|
| Pipe Test (Sample Preparation Not Included) | \$50.00 |
| Pipe Flattening Test (sample preparation not included) | \$30.00 |
| Tensile and Bend Tests of Reinforcing Bar, #2 through #9 | \$75.00 |
| Tensile and Bend Tests of Reinforcing Bar, #10 through #18 | \$130.00 |
| Structural Steel Bend Test (sample preparation not included) | \$50.00 |
| Structural Steel Tensile Test (sample preparation not included) | \$50.00 |
| Structural Steel Machining, per sample | \$75.00 |
| Rebar Coupler Tensile and Slip Tests | \$150.00 |
| Fireproofing Density Test | \$60.00 |
| Sample/Machine Preparation | \$60.00/hr |

HIGH STRENGTH BOLTS

| | |
|---|----------|
| Bolt Ultimate Load | \$90.00 |
| Bolt Rockwell Hardness (side or top) | \$25.00 |
| Nut Rockwell Hardness (top or bottom face) | \$25.00 |
| Proof Loading, Bolt or Nut | \$100.00 |
| Washer (carburized) Rockwell Hardness (sample preparation not included) | \$50.00 |
| Washer (noncarburized) Rockwell Hardness | \$25.00 |

WELDED SPECIMEN TESTS

| | |
|---|----------|
| Face Bend (sample preparation not included) | \$30.00 |
| Free Bend (reinforcing steel) | \$30.00 |
| Nick Break (reinforcing steel) | \$60.00 |
| Root Bend (sample preparation not included) | \$30.00 |
| Side Bend (sample preparation not included) | \$30.00 |
| Bolt Rockwell Hardness (side or top) | \$25.00 |
| Nut Rockwell Hardness (top or bottom face) | \$25.00 |
| Proof Loading, Bolt or Nut | \$100.00 |
| Washer (carburized) Rockwell Hardness (sample preparation not included) | \$50.00 |
| Washer (non-carburized) Rockwell Hardness | \$25.00 |

EQUIPMENT/CHARGES (Does Not Include Personnel)

| | |
|--|-------------|
| DR-Meter | \$25.00/hr. |
| Rebound Hammer (Schmidt Hammer) | \$25.00/hr. |
| Torque/Tension Equipment | \$25.00/hr. |
| Skidmore Bolting Calibration Equipment | \$25.00/hr. |
| Concrete and Asphalt Concrete Coring Equipment | \$35.00/hr. |
| Cut-Off Saw | \$75.00/day |
| Mobile Laboratory | Per quote |



DRILLING SERVICES

(Effective January 1, 2009)

DRILLING AND SAMPLING CAPABILITIES

- Geotechnical borings to depths of 90 feet.
- Borings for hazardous materials studies.
- Monitoring well and piezometer installation.
- Drill crews experienced in hazardous materials drilling and sample acquisition.
- Drill crews trained in 40-hour Health and Safety course (HAZWOPER).
- Steam cleaners, grout mixers, and other auxiliary equipment available.
- Standard Penetration Sampler (2" o.d. split spoon).
- Modified California Sampler (lengths: 18", 24", 60"; 3" o.d.; 2.5" i.d. rings); resin fiber, brass, or stainless steel rings available.
- Shelby Tubes (3" i.d.).

DRILLING RATES

DRILLING EQUIPMENT/PERSONNEL

| | |
|---|--------------|
| Mobile B-53 with driller and helper | \$165.00/hr. |
| Mobile B-24 with driller and helper | \$140.00/hr. |
| Minuteman with driller and helper | \$120.00/hr. |
| Additional Drill helper | \$55.00/hr. |
| Driller/Rig preparation | \$60.00/hr. |
| Staff Engineer/Geologist | \$95.00/hr. |

AUXILIARY EQUIPMENT/MISCELLANEOUS

| | |
|---------------------|--------------------------|
| Support truck | \$100.00/day + 0.75/mile |
| Generator | \$95.00/day |
| Per diem | Expenses + 15% |

| | |
|-------------------------------|--------------------|
| Personal Protective Equipment | |
| Level C | \$80.00/person/day |

Traffic control equipment (Signs, vests, cones)..... Per Quote

PUBLIC WORKS (PREVAILING WAGE) DRILLING RATES

| | |
|---|--------------|
| Mobile B-53 with driller and helper | \$195.00/hr. |
| Mobile B-24 with driller and helper | \$175.00/hr. |
| Minuteman with driller and helper | \$165.00/hr. |
| Additional drill helper | \$92.50/hr. |



(Effective January 1, 2009)

BASIS OF CHARGES

1. Minimum drill time is 4 hours. Drill crew overtime (hours in excess of 8 hours a day) and Saturday work are 1.5 times the hourly rate. Sunday work is two times the hourly rate. Holiday work is per quote.
2. Rates for 3-man crew available on request.
3. Assembly and demobilization of materials are charged at an hourly rate of \$60.00/hr.
4. Subcontractors are charged on a cost plus 15 percent basis.
5. Materials are charged on a cost plus 15 percent basis.
6. Drilling in material that causes more than normal wear to the equipment may be subject to additional charges. The client will be notified prior to drilling in such material.
7. Earth Systems Pacific's drillers and drill crews have been trained in the 40-hour course developed by the EPA and will satisfy the Federal OSHA requirements (29-CFR 1910-120) for personnel working on sites containing hazardous materials.
8. Drilling jobs must be confirmed a minimum of 48 hours prior to the start of work. Jobs cancelled less than 48 hours prior to the start of work will be subject to the 4-hour minimum charge, plus any charges for material acquisition, rig preparation, etc., that have been incurred.
9. The client is responsible for the accurate location of all subterranean structures and utilities, and agrees to waive any claim against Earth Systems Pacific for damage done to subterranean structures and utilities not identified or accurately located. The client also agrees to obtain free access to the site for all equipment and personnel necessary for Earth Systems Pacific to perform the work.



EXPERT WITNESS SERVICES

(Effective January 1, 2009)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

| | |
|----------------------------------|----------|
| Principal Engineer/Geologist | \$200.00 |
| Associate Engineer/Geologist | \$175.00 |
| Senior Engineer/Geologist | \$160.00 |
| Word Processing and Reproduction | \$ 50.00 |

SPECIAL SERVICES

| | |
|--------------------------------|----------------------------------|
| Deposition..... | \$275.00/hr. ² |
| Arbitration..... | \$275.00/hr. |
| Court Appearance/Hearings..... | \$1,100.00/half day ³ |
| Standby to Appear | \$500.00/day ⁴ |

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. Difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at deposition rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$2,200.00.
4. Days, or portions thereof, reserved for appearances at hearings, court or arbitrations but during which we are not required to be away from our offices will be subject to a standby charge of \$500.00. Standby at other locations will be charged at the general hourly rates.

EXHIBIT “C”

SCHEDULE OF KEY PERSONNEL

The work of this project will be performed by Tartaglia Engineering, and Earth Systems Pacific working as a sub-consultant to Tartaglia Engineering. The following is a brief outline of key personnel that could work on this project:

TARTAGLIA ENGINEERING

| | |
|---------------------------|---|
| John A. Smith, P.E: | Primary point of contact, project engineer, technical specifications. |
| Robert C. Tartaglia, P.E: | Topographic survey for design. Construction staking and layout. |
| Scott A. Kope: | Lead designer. Drainage analysis. Pavement design. |
| Tim Ewalt: | Civil design, surveying. |
| Patsy West: | Civil design. |
| Forrest Keithley: | Civil design. FAA design standards specialist. |
| Robert Wallace: | Construction inspector. |
| Don Minyard: | Construction inspector. |
| Doug Chase: | Construction inspector. |

EARTH SYSTEMS PACIFIC

| | |
|----------------------------|---|
| Fred Potthast, P.E., G.E.: | Engineer, project manager. |
| Rob Down, P.E: | Engineer. |
| Paul Texiera: | Driller. |
| Gabe Casas: | Driller helper. |
| Rochelle Wagner: | Staff geologist, drill logger. |
| Ted Cios: | Soil and asphalt material testing technician. |
| Lewis Segura: | Soils technician. |
| Chris van Huss: | Soils technician. |
| Terry Reyes: | Lab manager. |

**EXHIBIT D: INSURANCE REQUIREMENTS
TO
PROFESSIONAL SERVICES AGREEMENT**

Design Professional shall, at all times it is performing services under this Agreement, provide and maintain insurance in the following types and with limits in conformance with the requirements set forth below. Design Professional will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Design Professional agrees to amend, supplement or endorse the existing coverage to do so. Design Professional acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Design Professional in excess of the limits and coverage required in this agreement and that is applicable to a given loss will be available to City.

1. Commercial General Liability Insurance, occurrence form, using Insurance Services Office ("ISO") "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review, but in no event shall be less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit;

2. Business Auto Coverage on ISO Business Automobile Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event shall be less than \$1,000,000 each occurrence. If Design Professional or its employees will use personal autos in any way on this Project, Design Professional shall provide evidence of personal auto liability coverage for each such person.

3. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employers liability insurance, with minimum limits of \$1 million per occurrence.

4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by insured first. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Design Professional, subconsultants or others involved in the Project. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than _____ per occurrence.

5. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Design Professional and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must

include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

6. Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

7. General conditions pertaining to provision of insurance coverage by Design Professional. Design Professional and City agree to the following with respect to insurance provided by Design Professional:

- a. Design Professional agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents. Design Professional also agrees to require all contractors, and subcontractors to do likewise. The additional insured endorsement proposed by Design Professional, G17957-G99, is acceptable for this contract only.
- b. No liability insurance coverage provided to comply with this Agreement shall prohibit Design Professional, or Design Professional's employees, or agents, from waiving the right of subrogation prior to a loss. Design Professional agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
- c. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
- d. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
- e. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- f. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Design Professional shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- g. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Design Professional's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Design Professional or deducted from sums due Design Professional, at City's option.

- h. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Design Professional agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
- i. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Design Professional or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.
- j. Design Professional agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Design Professional, provide the same minimum insurance coverage required of Design Professional. Design Professional agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Design Professional agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
- k. Design Professional agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. City acknowledges that Design Professional's existing coverage includes a deductible or self-insured retention in the amount of \$50,000. At that time the City shall review options with the Design Professional, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
- l. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Design Professional ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Design Professional, the City will negotiate additional compensation proportional to the increased benefit to City.
- m. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- n. Design Professional acknowledges and agrees that any actual or alleged failure on the part of City to inform Design Professional of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- o. Design Professional will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
- p. Design Professional shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies

providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Design Professional's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

q. The provisions of any workers' compensation or similar act will not limit the obligations of Design Professional under this agreement. Design Professional expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

r. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

s. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

t. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

u. Design Professional agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Design Professional for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

v. Design Professional agrees to provide immediate notice to City of any claim or loss against Design Professional arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT "E"

CERTIFICATION OF CONSULTANT

FEDERAL AVIATION ADMINISTRATION GRANT
AIP 3-06-0184-19

I hereby certify that I am the Owner and duly-authorized representative of the firm Tartaglia Engineering, Civil Engineers, whose address is 7360 El Camino Real, Suite E, Atascadero, CA, and that neither I, nor the above firm I here represent, has:

- A. Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract;
- B. Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or
- C. Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

I acknowledge that this certificate shall be furnished to the Federal Aviation Administration of the United States Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Owner

EXHIBIT "F"

FAA CONSULTANT CONTRACTUAL REQUIREMENTS

TITLE VI ASSURANCES

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agree 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 procurement 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 Procurement 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 procurement 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 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 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.

EXHIBIT "F"

6. Incorporation of Provisions. The Contractor shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by 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 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 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.

EXHIBIT "G"
ENGINEERING AGREEMENT COST BASIS

PHASE ONE - DESIGN

A GEOTECHNICAL

| | |
|---|---------------|
| 1 Earth Systems Pacific soils engineering investigation | \$6,800.00 |
| 2 Tartaglia Engineering coordination & review | <u>680.00</u> |

A TOTAL \$7,480.00

B FIELD TOPOGRAPHIC SURVEY

Field topographic survey work shall include the entire Taxiway A extension alignment, from the intersection of Taxiway A and Taxiway D at the north, south to Taxiway E. The strip topo shall extend from the edge of Runway 1-19, west across the infield area, across the taxiway footprint, and beyond by approximately 100 feet. Additionally, field pick up work at each connection point shall be extensive, field shots to the centerline of Taxiway D and Taxiway E, and pavement markings. Within the footprint of the future taxiway, field shots shall be taken at 25 foot centers, both directions. Beyond the future pavement edge, field shots shall be taken at 50 foot centers.

Along the westerly 150 feet of Taxiway F, topo information secured shall include edge of pavement, pavement markings, and all existing electrical components.

| | | |
|-------------------|--------------------|--------------|
| 2-Man Crew | 60 hrs. @ \$180.00 | \$ 10,800.00 |
| Surveyor, Office | 20 hrs. @ \$104.00 | 2,080.00 |
| Draftsman, Office | 12 hrs. @ \$65.00 | 780.00 |
| Mileage | 250 mi. @ \$0.50 | 125.00 |

B TOTAL \$13,785.00

C PLANS AND SPECIFICATIONS

1 Coordination, meetings and site visits
P.E. 20 hrs. @ \$112.00 \$2,240.00

2 Project plan sheets

| | | |
|-------------------------|-------------------|-----------------|
| a Cover sheet - 1 sheet | | |
| P.E. | 6 hrs. @ \$112.00 | \$ 672.00 |
| Draftsman | 16 hrs. @ \$65.00 | <u>1,040.00</u> |
| | Subtotal | \$ 1,712.00 |

| | | |
|---------------------------------|--------------------|-----------------|
| b Project layout plan - 1 sheet | | |
| P.E. | 12 hrs. @ \$112.00 | \$ 1,344.00 |
| Draftsman | 20 hrs. @ \$65.00 | <u>1,300.00</u> |
| | Subtotal | \$ 2,644.00 |

| | | | |
|---------------------------|--|--------------------|-----------------|
| c | Geotechnical sheet - 1 sheet | | |
| | P.E. | 4 hrs. @ \$112.00 | \$ 448.00 |
| | Draftsman | 12 hrs. @ \$65.00 | <u>780.00</u> |
| | | Subtotal | \$ 1,228.00 |
| d | Taxiway A construction plans, 30 scale - 2 sheets | | |
| | P.E. | 40 hrs. @ \$112.00 | \$ 4,480.00 |
| | Draftsman | 100 hrs. @ \$65.00 | <u>6,500.00</u> |
| | | Subtotal | \$ 10,980.00 |
| e | Taxiway A pavement marking plan, 30 scale - 2 sheets | | |
| | P.E. | 12 hrs. @ \$112.00 | \$ 1,344.00 |
| | Draftsman | 36 hrs. @ \$65.00 | <u>2,340.00</u> |
| | | Subtotal | \$ 3,684.00 |
| f | Taxiway A lighting and signage plan, 30 scale - 2 sheets | | |
| | P.E. | 24 hrs. @ \$112.00 | \$ 2,688.00 |
| | Draftsman | 40 hrs. @ \$65.00 | <u>2,600.00</u> |
| | | Subtotal | \$ 5,288.00 |
| g | Taxiway A storm drainage plan and profiles - 1 sheet | | |
| | P.E. | 16 hrs. @ \$112.00 | \$ 1,792.00 |
| | Draftsman | 40 hrs. @ \$65.00 | <u>2,600.00</u> |
| | | Subtotal | \$ 4,392.00 |
| h | Taxiway A details and typical sections - 1 sheet | | |
| | P.E. | 16 hrs. @ \$112.00 | \$ 1,792.00 |
| | Draftsman | 40 hrs. @ \$65.00 | <u>2,600.00</u> |
| | | Subtotal | \$ 4,392.00 |
| i | Taxiway A cross-sections - 2 sheets | | |
| | P.E. | 8 hrs. @ \$112.00 | \$ 896.00 |
| | Draftsman | 32 hrs. @ \$65.00 | <u>2,080.00</u> |
| | | Subtotal | \$ 2,976.00 |
| j | Taxiway F electrical upgrades plan - 1 sheet | | |
| | P.E. | 16 hrs. @ \$112.00 | \$ 1,792.00 |
| | Draftsman | 32 hrs. @ \$65.00 | <u>2,080.00</u> |
| | | Subtotal | \$ 3,872.00 |
| k | Helipad lense replacement plan - 1 sheet | | |
| | P.E. | 8 hrs. @ \$112.00 | \$ 896.00 |
| | Draftsman | 16 hrs. @ \$65.00 | <u>1,040.00</u> |
| | | Subtotal | \$ 1,936.00 |
| Total Project Plan Sheets | | (15) | \$43,104.00 |

| | | | | |
|---|---------------------------------------|--------------------|----|-----------------|
| 3 | Specifications and contract documents | | | |
| | P.E. | 64 hrs. @ \$112.00 | \$ | 7,168.00 |
| | Clerical | 32 hrs. @ \$44.00 | | <u>1,408.00</u> |
| | Total Specifications: | | | \$8,576.00 |

C TOTAL \$53,920.00

D ENGINEER'S COST ESTIMATE AND REPORT

| | | | | |
|---|-----------------------|-------------------|----|---------------|
| 1 | Quantity calculations | | | |
| | P.E. | 6 hrs. @ \$112.00 | \$ | 672.00 |
| | Draftsman | 14 hrs. @ \$65.00 | | <u>910.00</u> |
| | Subtotal | | \$ | 1,582.00 |

| | | | | |
|---|--------------------------|--------------------|----|---------------|
| 2 | Cost estimate and report | | | |
| | P.E. | 24 hrs. @ \$112.00 | \$ | 2,688.00 |
| | Clerical | 12 hrs. @ \$44.00 | | <u>528.00</u> |
| | Subtotal | | \$ | 3,216.00 |

D TOTAL \$4,798.00

E & F BIDDING PROCESS

| | | | | |
|--|----------|--------------------|----|---------------|
| | P.E. | 24 hrs. @ \$112.00 | \$ | 2,688.00 |
| | Drafting | 8 hrs. @ \$65.00 | | 520.00 |
| | Clerical | 8 hrs. @ \$44.00 | | <u>352.00</u> |

E & F TOTAL \$3,560.00

G QUALITY CONTROL CONSTRUCTION MANAGEMENT PLAN

| | | | | |
|--|----------|--------------------|----|---------------|
| | P.E. | 12 hrs. @ \$112.00 | \$ | 1,344.00 |
| | Clerical | 6 hrs. @ \$44.00 | | <u>264.00</u> |

G TOTAL \$1,608.00

H Prepare Pavement Maintenance Management Program (PMMP)

| | | | | |
|--|----------|--------------------|----|---------------|
| | P.E. | 36 hrs. @ \$112.00 | \$ | 4,032.00 |
| | Drafting | 8 hrs. @ \$65.00 | | 520.00 |
| | Clerical | 8 hrs. @ \$44.00 | | <u>352.00</u> |

H TOTAL \$4,904.00

PHASE TWO - CONSTRUCTION ENGINEERING AND CONTRACT ADMINISTRATION

A MATERIALS TESTING

| | | |
|-------------------------------------|----|-----------------|
| Project management, equipment costs | \$ | 1,265.50 |
| Compaction testing, subgrade | | 7,156.00 |
| Asphalt concrete testing | | 7,244.00 |
| Report preparation | | 1,156.00 |
| Testing contingency | | <u>1,178.50</u> |

A TOTAL \$18,000.00

B FIELD STAKING

| | | |
|--|----|-----------------|
| 2-Man Survey Crew 80 hrs. @ \$180.00 | \$ | 14,400.00 |
| Mileage 1000 mi. @ \$0.50 | | 500.00 |
| Surveyor (prep./calcs.) 12 hrs. @ \$104.00 | | 1,248.00 |
| Drafting (prep./calcs.) 16 hrs. @ \$65.00 | | 1,040.00 |
| Staking contingency | | <u>2,812.00</u> |

B TOTAL \$20,000.00

C INSPECTION (assumes 8 weeks, 40 working days)

| | | |
|------------------------------------|----|-----------------|
| Inspector, S.T. 320 hrs. @ \$97.00 | \$ | 31,040.00 |
| Inspector, O.T. 80 hrs. @ \$112.00 | | 8,960.00 |
| Mileage 4,000 mi. @ \$0.50 | | <u>2,000.00</u> |

C TOTAL \$42,000.00

D PRECONSTRUCTION CONFERENCE

| | | |
|----------------------------|----|---------------|
| P.E. 6 hrs. @ \$112.00 | \$ | 672.00 |
| Inspector 4 hrs. @ \$97.00 | | 388.00 |
| Clerical 4 hrs. @ \$44.00 | | <u>176.00</u> |

D TOTAL \$1,236.00

E-H MISCELLANEOUS DAILY ADMINISTRATION (includes review and processing of submittals, review test results, preparation of contractor pay requests and change orders, review of certified payroll statements, contractor employee interviews, verification of material quantities, etc.)

| | | |
|----------------------------|----|-----------------|
| P.E. 64 hrs. @ \$112.00 | \$ | 7,168.00 |
| Mileage 500 mi. @ \$0.50 | | 250.00 |
| Clerical 32 hrs. @ \$44.00 | | <u>1,408.00</u> |

E-H TOTAL \$8,826.00

I FINAL INSPECTION

| | | |
|------------------------|----|--------|
| P.E. 6 hrs. @ \$112.00 | \$ | 672.00 |
|------------------------|----|--------|

I TOTAL \$672.00

| | | | | |
|-----|--|--------------------|----|---------------|
| J-K | FINAL ENGINEER'S REPORT & DRAWINGS OF RECORD (15 sheets) | | | |
| | P.E. | 20 hrs. @ \$112.00 | \$ | 2,240.00 |
| | Draftsman | 24 hrs. @ \$65.00 | | 1,560.00 |
| | Clerical | 8 hrs. @ \$44.00 | | 352.00 |
| | Reproducible mylar | 15 ea. @ \$18.00 | | <u>270.00</u> |
| J-K | TOTAL | | | \$4,422.00 |

| | | | | |
|---|----------------------------|-------------------|----|--------------|
| L | REVISE AIRPORT LAYOUT PLAN | | | |
| | P.E. | 6 hrs. @ \$112.00 | \$ | 672.00 |
| | Draftsman | 12 hrs. @ \$65.00 | | 780.00 |
| | Reproducible mylar | 1 ea. @ \$18.00 | | <u>18.00</u> |
| L | TOTAL | | | \$1,470.00 |

