



**RESOURCE
MANAGEMENT AGENCY
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

ALLEN ISHIDA
District One
PETE VANDER POEL
District Two
PHILLIP A. COX
District Three
J. STEVEN WORTHLEY
District Four
MIKE ENNIS
District Five

AGENDA DATE: September 17, 2013

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010

SUBJECT: Agreement with Wadell Engineering Corporation for Engineering Services for Sequoia Field Airport

REQUEST(S):
That the Board of Supervisors:

1. Approve the Agreement in the amount of \$86,203 with Wadell Engineering Corporation (Wadell) for Engineering Services for the Sequoia Field Airport, Federal Aviation Administration (FAA) Airport Improvements Plan Project No. #3-06-0266-05 & 06, effective to March 30, 2014; and
2. Authorize the Chairman to execute the Agreement subject to review and approval as to form by County Counsel.

SUMMARY:
The County’s design consultant, Wadell Engineering Corporation has completed the Plans, Specifications and Engineer’s Estimate for the construction of Apron, Hangar and Taxilanes Project. The project was advertised and bid on August 13, 2013 and Granite Construction Company was the apparent low bidder on the project.

The next phase of the work is to retain a contract manager well versed in Federal Aviation Administration guidelines and procedures to provide construction testing, inspection, oversight of the work by the contractor and to complete the final project report. Federal Aviation Administration guidelines require the County hire qualified personnel versed in FAA procedures to oversee this work. Wadell Engineering Corporation is the engineer of record for the project, having produced the project plans and specifications and is familiar with the work to be completed. Wadell Engineering specializes in airport rehabilitation projects, has over 35 years of

SUBJECT: Agreement with Wadell Engineering Corporation for Engineering Services for Sequoia Field Airport

DATE: September 17, 2013

experience managing airport related construction activities and has the necessary expertise needed to complete the work per FAA guidelines.

Staff has negotiated a fee of \$86,203 for this work effort, which will include the cost for all field construction testing. The Federal Aviation Administration funding will cover 90% of the construction related costs, including construction inspection and contract administration. The local match of the remaining 10% will be made up of 5% County funds and the anticipated 5% Caltrans Aeronautics Division grant funding.

FISCAL IMPACT/FINANCING:


The Federal Aviation Administration Airport Improvements Program fund will provide 90% of the construction related costs for this project. The remaining ten percent of the construction related costs has been programmed into the 2014 airport budget. The state of California Aeronautics Division Grant Program (see companion item on the agenda) will pay up to 5% of the FAA grant amount (4.5% of the total cost). The remaining 5.5% is to be funded through a General Fund transfer to the Airport Fund. However, due to the state budget problems state grant funding may not be available in which case the County share of the project would increase by the 4.5 percent.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

Strategic Initiative: Safety and security includes the goal of improving and maintaining adequate air transportation infrastructure. This project will provide additional improvements to Sequoia Field Airport and to maximize its operational capacity for future commercial and private air traffic.

ADMINISTRATIVE SIGN-OFF:

**Britt L.
Fussel**

 Digitally signed by Britt L. Fussel
DN: cn=Britt L. Fussel, o,
ou=RMA,
email=bfussel@co.tulare.ca.us,
c=US
Date: 2013.09.11 06:07:07 -07'00'

9/11/13

Britt L. Fussel, P.E. Date
Assistant Director—Public Works
County Surveyor

BLF:mlb

Cc: Auditor-Controller
County Counsel
County Administrative Office (2)

Attachment(s) A – Vicinity Map
B – Agreement

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF AGREEMENT WITH)
WADELL ENGINEERING CORPORATION) Resolution No. _____
FOR ENGINEERING SERVICES FOR) Agreement No. _____
SEQUOIA FIELD AIRPORT)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE BOARD
OF SUPERVISORS, AT AN OFFICIAL MEETING HELD SEPTEMBER 17, 2013, BY
THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JEAN M. ROUSSEAU
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

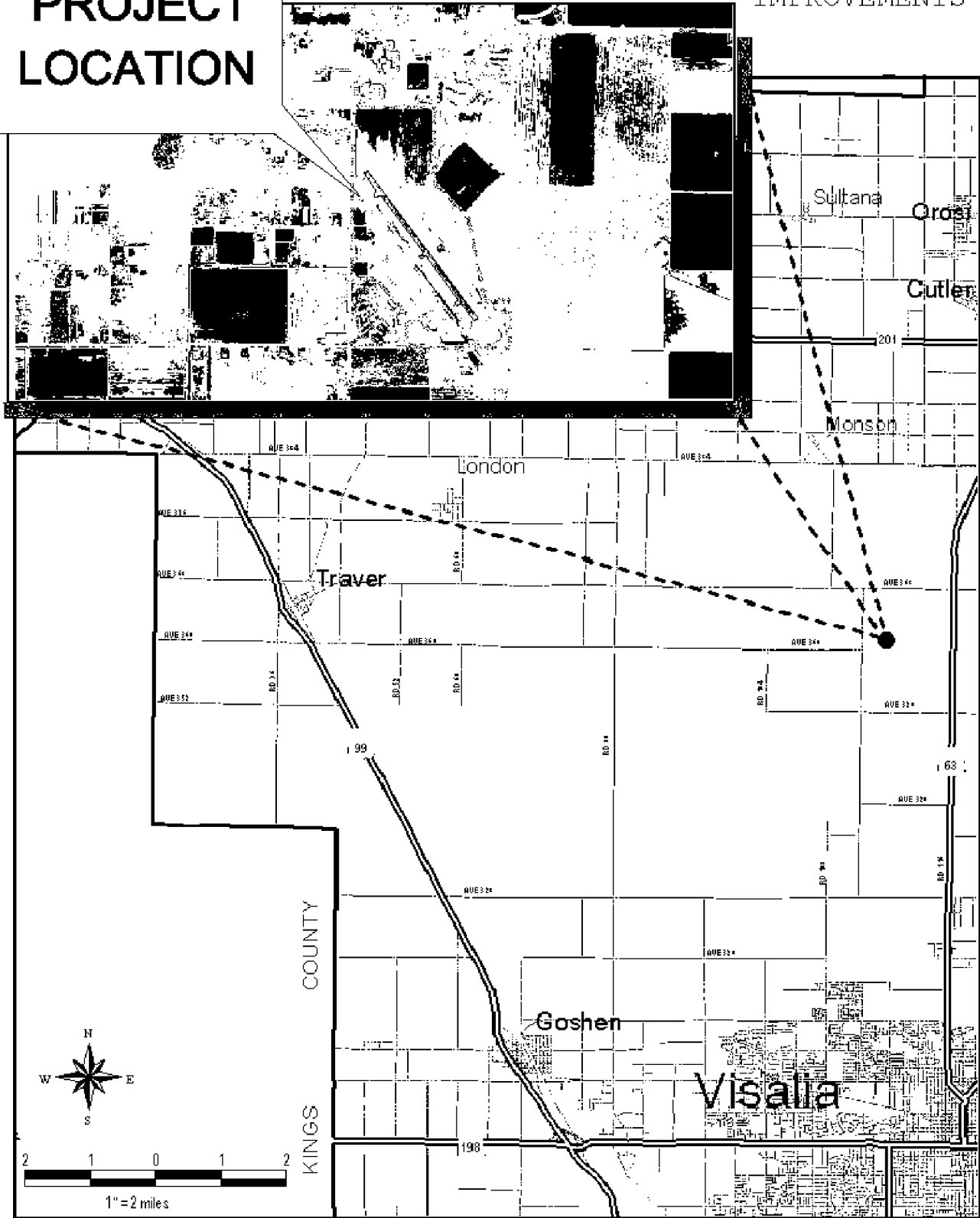
BY: _____
Deputy Clerk

1. Approved the Agreement in the amount of \$86,203 with Wadell Engineering Corporation (Wadell) for Engineering Services for the Sequoia Field Airport, Federal Aviation Administration (FAA) Airport Improvements Plan Project No. #3-06-0266-05 & 06, effective to March 30, 2014; and
2. Authorized the Chairman to execute the Agreement subject to review and approval as to form by County Counsel.

VICINITY MAP

SEQUOIA FIELD AIRPORT IMPROVEMENTS

PROJECT LOCATION



Attachment B

Agreement

AGREEMENT

THIS AGREEMENT is entered into as of _____, between the COUNTY OF TULARE, referred to as COUNTY, and Wadell Engineering Corporation, referred to as CONSULTANT, with reference to the following:

- A. The COUNTY applied and received grant funding from the Federal Aviation Administration to rehabilitate an airport; and
- B. COUNTY wishes to rehabilitate the airport facilities at Sequoia Field; and
- C. The rehabilitation requires construction support services as more particularly described in Exhibit A Scope of Services attached hereto; and
- D. CONSULTANT represents and warrants that it possesses the demonstrated competence and professional qualifications necessary to perform the required services, and is willing to perform the services at a fair and reasonable price.

ACCORDINGLY, IT IS AGREED:

1. **SERVICES:** CONSULTANT agrees to provide construction support services as described in Exhibit "A" and summarized as follows:

Construction Support Services:

- A. Pre-Construction Conference
 - B. Construction Management Plan
 - C. Labor Standard Monitoring
 - D. Construction Review, Monitoring, and Observation
 - E. Final Inspection and Drawings
2. **TIME OF PERFORMANCE AND EXTENSIONS:** CONSULTANT must proceed with such services within seven (7) calendar days of receipt of written notice of approval of this Agreement by the COUNTY. All work must be performed in accordance with the schedule of performance provided in Exhibit A attached hereto, unless, for good cause shown in writing by CONSULTANT and served on COUNTY as provided by this agreement, COUNTY in its discretion extends the time for CONSULTANT to perform any term or condition of this Agreement. Matters clearly outside the control of CONSULTANT will be good cause for appropriate extensions of time.
 3. **COST OF SERVICES AND METHOD OF PAYMENT:** The maximum compensation CONSULTANT will receive from the COUNTY for the services required under Exhibit "A" attached to this agreement, including those of any sub-consultants and/or subcontractors, will not exceed \$86,203, unless additional work is agreed to by COUNTY in writing. This compensation will include all expenses which CONSULTANT, its sub-consultants and/or subcontractors may incur in providing the services required under this Agreement. Progressive payments shall be made to

CONSULTANT on the basis of invoices submitted by CONSULTANT, not more often than monthly, showing the estimated percent completed for the period covered. Payment will be made in accordance with the normal payment cycle of the COUNTY and COUNTY will endeavor to see that payment is made within thirty (30) days following approval of an invoice by the Resource Management Agency Director and the Auditor. Charges which are found by the Auditor not to constitute an allowable cost shall not be paid. Payments may also be reduced or increased below or above invoiced amounts to allow for overpayments or underpayments made on preceding invoices.

4. TERM: This Agreement must commence on the date first written above and will continue in effect until March 30, 2014, or until all of the work, including consulting services, has been performed, whichever occurs first, unless terminated sooner pursuant to the terms of this Agreement.

5. COMPLIANCE WITH LAW: CONSULTANT shall provide services in accordance with applicable Federal, State, and Local laws, regulations and directives including Federal Aviation Administration (FAA) guidelines, regulations and Exhibits "C" and "D". With respect to CONSULTANTS employees, CONSULTANT shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. RECORDS AND AUDIT: CONSULTANT shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONSULTANT shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONSULTANT shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this agreement.

7. INSURANCE: Prior to approval of this Agreement by COUNTY, CONSULTANT shall file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in Exhibit D attached.

8. INDEPENDENT CONTRACTOR STATUS:

a. This Agreement is entered into by both parties with the express understanding that CONSULTANT will perform all services required under this Agreement as an independent contractor. Nothing in this agreement shall be construed to constitute the CONSULTANT or any of its agents, employees or officers as an agent, employee or officer of COUNTY.

b. CONSULTANT agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONSULTANT shall be

solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONSULTANT as to how the services will be performed. As CONSULTANT is not COUNTY'S employee, CONSULTANT is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- i. Withhold FICA (Social Security) from CONSULTANT'S payments.
 - ii. Make State or federal unemployment insurance contributions on CONSULTANT's behalf.
 - iii. Withhold state or federal income tax from payments to CONSULTANT.
 - iv. Make disability insurance contributions on behalf of CONSULTANT.
 - v. Obtain unemployment compensation insurance on behalf of CONSULTANT.
- c. Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONSULTANT to assure compliance with this Agreement.

9. INDEMNIFICATION: CONSULTANT shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages, or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CONSULTANT or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CONSULTANT and under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONSULTANTS failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

10. CONFLICT OF INTEREST:

- a. Consultant AGREES AT ALL TIMES IN PERFORMANCE OF THIS Agreement to comply with the law of the State of California regarding conflicts of interests or appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONSULTANT

for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONSULTANT or any business firm in which CONSULTANT has an interest, with certain narrow exceptions.

b. CONSULTANT agrees that if any facts come to its attention which raises any questions as to the applicability of conflicts on interest laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

11. TERMINATION:

a. Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the CONSULTANT the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONSULTANT of any and all plans, specifications and estimates, and other documents prepared by CONSULTANT in accordance with this Agreement. No sanctions will be imposed.

b. With Cause: This Agreement may be terminated by either party should the other party:

- (i) be adjudged a bankrupt, or
- (ii) become insolvent or have a receiver appointed, or
- (ii) make a general assignment for the benefit of creditors, or
- (iv) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (v) materially breach this Agreement. Material breach includes but is not limited to CONSULTANT failing to perform obligations under this Agreement, and CONSULTANT failing to perform obligations in accordance with the project time schedule set forth in Exhibit A.

For any of the occurrences except item (5), termination may be effected upon written notice by the terminating party specifying the date of the termination. Upon a material breach, the Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party with FIVE (5) days of written notice specifying the breach. If the breach is not remedied within that FIVE (5) day period, the non-defaulting party

may terminate the agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5 day period, the defaulting party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the non-defaulting party consents to that proposal in writing, which consent shall not be unreasonably withheld, the defaulting party shall immediately embark on its plan to cure. If the default is not cured within the time agreed, the non-defaulting party may terminate upon written notice specifying the date of termination. County will pay to the CONSULTANT the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss, nor will the County pay for compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If the expense of finishing the CONSULTANT'S scope of work exceeds the unpaid balance of the agreement, the CONSULTANT must pay the difference to the County in addition to any liquidated damages set forth in Section 12, "Liquidated Damages," owed by CONSULTANT for days of delayed project completion caused by CONSULTANT. The payment of such compensation is the subject to the restrictions of payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONSULTANT of any and all plans, specifications and estimates, and other documents prepared by CONSULTANT by the date of termination in accordance with this Agreement. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

c. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONSULTANT's services have been terminated by the County, said termination will not affect the rights of the County to recover damages against the CONSULTANT.

d. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONSULTANT's services are to be performed, may immediately suspend performance by CONSULTANT, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONSULTANT to comply with the provisions of this Agreement, until such time as the cause for suspension is resolve, or a notice of termination becomes effective.

12. LIQUIDATED DAMAGES: The parties agree that time is of the essence regarding completion of the project pursuant to this Agreement. If the project is not completed according to the time schedule set forth in Exhibit A, this delay will constitute a breach of contract by CONSULTANT. Such breach will cause a hardship upon

COUNTY and there will be extreme difficulty and uncertainty in fixing the actual damages to COUNTY at the time of such breach. "Actual damages" from CONSULTANT's breach of project completion date include, but are not limited to, monetary damages, COUNTY's loss of good will or credibility with other parties COUNTY contracts with, and future loss of funding to COUNTY. The parties hereby agree to reasonable liquidated damages based on the circumstances existing at the time this Agreement is entered into. As such, if CONSULTANT breaches the promise to complete the project in accordance with the schedule set forth in Exhibit A by failing to complete the project within the time frame promised, then CONSULTANT must pay the sum of \$1,000 per calendar day of delayed completion to COUNTY as reasonable liquidated damages. The parties do not consider these amounts to be penalties. The parties agree that the liquidated damages set forth in this Section do not include damages sustained by COUNTY as a result of COUNTY paying excess of the cost of this Agreement when COUNTY terminates pursuant to Section 11, "TERMINATION," and finishes the scope of work. If COUNTY terminates in accordance with Section 11, "TERMINATION," and finishes the scope of work, CONSULTANT will pay COUNTY the cost to complete the scope of work that exceeds the cost of this Agreement, in addition to any liquidated damages for delayed project completion set forth in this Section.

Payment of such funds as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code Sections 3275 or 3369, but instead, is intended to constitute liquidated damages to COUNTY pursuant to Sections 1671, 1676 and 1677 of the California Civil Code.

COUNTY will deduct liquidated damages determined by this Section from any retention or amount due to CONSULTANT pursuant to this Agreement, and will bill CONSULTANT for any liquidated damages in excess of retention or amounts due to CONSULTANT. CONSULTANT will pay COUNTY within thirty (30) days of receiving a bill for liquidated damages.

If COUNTY partially causes the delay of CONSULTANT's completion of the project pursuant to this Agreement, the liquidated damages owed by CONSULTANT will not include days of delayed completion caused by COUNTY. The County Resource Management Agency Director may choose to grant CONSULTANT extensions of time for the number of days of delayed completion caused by COUNTY.

Liquidated damages will not be assessed against CONSULTANT when the delay in completion of the work is due to unforeseeable cause beyond the control and without the fault or negligence of the CONSULTANT.

In the event this liquidated damages clause is not upheld, COUNTY may seek actual damages for delayed completion caused by CONSULTANT. Notwithstanding the breach of project completion date addressed in this Section, COUNTY may recover actual damages for any other breaches of this Agreement by CONSULTANT.

13. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONSULTANT and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written understanding shall be of any force or

effect. No part of this Agreement may be modified without the written consent of both parties.

14. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

15. NOTICES:

a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY

Jake Raper, JR.
Resource Management Agency
5961 S Mooney Blvd.
Visalia, CA 93277
Phone No. (559) 624-7000
Fax No. (559) 730-2591

With a Copy To:

Matt L. Bullis, P.E.
Resource Management Agency
5961 S Mooney Blvd.
Visalia, CA 93277
Phone No. (559) 624-7000
Fax No. (559) 730-2591

CONSULTANT:

Robert Wadell
Wadell Engineering Corporation
1350 Bayshore Highway, Suite 690
Burlingame, CA 94010
Phone No. (650) 348-5010
Fax No. (650) 348-5010

b. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

16. CONSTRUCTION: This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.

17. NO THIRD PARTY BENEFICIATES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

18. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare

County, California. CONSULTANT waives the removal provisions of California Code of Civil Procedure section 394.

19. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

20. EXHIBITS AND RECITALS: The Recitals and Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

21. CONFLICT WITH LAWS OF REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of mollifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

22. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Agreement.

23. ASSURANCES OF NON-DISCRIMINATION: CONSULTANT shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

24. ASSIGNMENT: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONSULTANT and CONSULTANT's employees and no part of this Agreement may be assigned by CONSULTANT without the prior written consent of COUNTY.

25. DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediated before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

26. SOFTWARE WARRANTY: CONSULTANT warrants that any software furnished hereunder, or any software used by it to perform the services to be provided under this Agreement, will continue processing accurately for the term of this Agreement with any extension thereof and that the use of said software will not cause incorrect scheduling or report or other improper operations or results.

27. UNEMPLOYMENT INSURANCE COMPLIANCE: CONSULTANT acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the Consultant's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONSULTANT agrees to cooperate with COUNTY to make such information available and to complete DE Form 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

28. PROFESSIONAL STANDARDS: By submitting final designs, plans and specifications for approval by the COUNTY, CONSULTANT expressly represents that said designs, plans and specifications are accurate and suitable for construction of the project by a responsible bidder. CONSULTANT shall be responsible to the COUNTY for the professional quality, adequacy, and completeness of such services, design plans and specifications. Without prejudice to other remedies available to COUNTY, to extent that Change Orders are required due to willful or negligent errors or omissions of the CONSULTANT, CONSULTANT agrees to provide without further cost or charge to the COUNTY any other services in connection with such CHANGE orders, and to pay any additional costs or damage to the COUNTY resulting from such Change Orders, including, but not limited to, any necessary additional compensation to the general contractor or to any subcontractor on the construction project. CONSULTANT shall perform the services provided in this Agreement in a manner consistent with the professional skill and care ordinarily exercised by members of the profession practicing in the State of California under similar conditions.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: _____ By: _____
Chairman, Board of Supervisors
“County”

ATTEST: JEAN M. ROUSSEAU

County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: _____
Deputy Clerk

WADELL ENGINEERING CORPORATION

Date: _____ By: _____
TITLE: _____

Date: _____ By: _____
TITLE: _____

Note: Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By: _____
Deputy
Date: _____

**EXHIBIT A
PROJECT STATEMENT**

**PROJECT TITLE: SEQUOIA FIELD AIRPORT
APRON, HANGER & TAXILANE
CONSTRUCTION PHASE SERVICES**

SCOPE OF SERVICES:

The CONSULTANT will provide construction phase services for the Sequoia Field Airport Apron, Hanger and Taxilane Project. The services include monitoring the construction project to determine if the construction is in accordance with the plans and specifications.

The services include organization and attendance at a preconstruction conference; preparation of conference minutes; preparation of a construction management program for material acceptance testing; coordinating the notice to proceed; review and processing of contractor submittals and requests for information; procurement of an acceptance testing subconsultant; weekly site visits for on-site construction observation during critical work periods; office support during construction; review and acceptance of contractor work schedule; review of contractor work relative to plans and specifications; review of quantities and payment requests; preparation of weekly and monthly reports, wage rate interviews, field order and change order processing; final inspection and preparation of record drawings based on contractor furnished as-built submittals, and final engineer's report. Portions of the Airport Layout Plan will be updated to reflect the new improvements upon completion.

CONSULTANT and OWNER are not responsible for the construction means, methods, techniques, sequences, and safety at the site. The construction contractor has sole responsibility for these activities.

SCHEDULE OF SERVICES:

The construction contractor is allowed 60 calendar days for performance of the work. The Construction Phase Services shall be undertaken after the contract award and shall continue until 30 days after final inspection and closeout.

COMPENSATION:

The OWNER agrees to pay CONSULTANT for services performed under the conditions of this agreement the lump sum fixed price amount of one-hundred forty thousand and eight hundred fifty dollars (\$86,203) for the Construction Work Phase. The compensation includes reimbursement for all labor, travel, lodging, meals, supplies, field and laboratory testing during the construction phase.

EXHIBIT "B"

FEDERAL AVIATION ADMINISTRATION GRANT
AIP 3-06-0266-05/06

CERTIFICATION OF CONSULTANT

I hereby certify that I am the Owner and duly-authorized representative of the firm Wadell Engineering Corporation, whose address is 1350 Bayshore Highway, Suite 690, Burlingame, CA, 94010, 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 “C”
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 sanction as it or the FAA may determine to be appropriate, including, but not limited to:

EXHIBIT "C"
FAA CONSULTANT CONTRACTUAL REQUIREMENTS

- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The Contractor shall include the provisions of Paragraphs 1 through 5 in every subcontract, including 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.
2. DBE Obligation. The Contractor agrees to ensure that disadvantages 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 “D”
PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

CONSULTANT shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property, which may arise from, or in connection with, performance under the Agreement by CONSULTANT, its agents, representatives, employees or subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$1,000,000.
2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence.
3. Workers' Compensation and Employer's Liability Insurance as required by law. Deductibles and Self-Insured Retentions
4. Professional Errors and Omissions Insurance of \$1,000,000

B. Specific Provisions of the Certificate

1. The Certificate of Insurance for General Liability and Comprehensive Automobile Liability Insurance must meet the following requirements:
 - a. *Name the COUNTY, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.*
 - b. *State that such Insurance for additional insureds shall apply as primary insurance and any other insurance maintained by COUNTY shall be excess.*
 - c. *Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to COUNTY.*
2. The Certificate of Insurance for Workers' Compensation must include the following waiver of subrogation:
 - a. *Waiver of Subrogation. CONSULTANT waives all rights against COUNTY and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*

C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California. Any waiver of these standards is subject to approval by COUNTY Risk Manager or County Risk Manager's designee.

E. Verification of Coverage

Prior to approval of this Agreement by COUNTY, CONSULTANT shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to COUNTY. COUNTY reserves the right to require certified copies of all required insurance policies at any time.