

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than \$100,000, submit a Purchasing Requisition to the Purchasing Division of General Services. See "Online Purchasing Manual" under "General Services", "Purchasing", "Policies and Procedures". "See also "Contracts for Services" policy. Form not applicable to revenue contracts.

D1. Fiscal Year: FY 2007-08
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's)....: 063
 D3. Requisition Number:
 D4. Department Name: General Services, Capital Projects
 D5. Contact Person: Todd Morrison
 D6. Phone: 934-6228

K1. Contract Type (check one): [] Personal Service [X] Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose: Santa Ynez Airport Capital Improvement Program 11
 K3. Original Contract Amount.....: \$210,810.00
 K4. Contract Begin Date: February 20, 2007
 K5. Original Contract End Date: February 19, 2008
 K6. Amendment History (leave blank if no prior amendments):

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)
		\$	\$	\$		


 K7. Department Project Number.....: 8567

B1. Is this a Board Contract? (Yes/No): Yes
 B2. Number of Workers Displaced: None
 B3. Number of Competitive Bids: Qualification based selection
 B4. Lowest Responsible Bid Amount: \$210,810.00
 B5. If Board waived bids, show Agenda Date: N/A
 B6. ... and Agenda Item Number.....: #
 B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) .: differs due to type of consultant & payment per actual services rendered

F1. Encumbrance Transaction Code.....: 1701
 F2. Current Year Encumbrance Amount.....: \$210,810.00
 F3. Department Number.....: 063
 F4. Division Number (If Applicable).....:
 F5. Subdivision Number (If Applicable).....:
 F6. Program: 1920
 F7. Org. Unit (If Applicable).....:
 F8. Fund Number.....: 0052
 F9. Account Number: 8700
 F10. Area.....:
 F11. Cost Center number (If Applicable).....:
 F12. Payment Terms.....: Net 30

V1. Auditor Vender Number.....:
 V2. Payee/Contractors Name: Bethel Engineering
 V3. Mailing Address.....: 2624 Airpark Drive
 V4. City.....: Santa Maria, CA 93455
 V5. State: CA
 V6. Zip (include +4 if known.....: 93455
 V7. Company Telephone Number: 1(805) 934-5767
 V8. Federal Tax ID (EIN or SSN): 95-3751455
 V9. Contact Person.....: Brian Deale, P.E.
 V10. Contact Person's Telephone Number.....: 805-934-5767
 V11. Workers Comp Insurance Expiration Date.....:
 V12. General liability Insurance Expiration Date: On File
 V13. Contractor's License Number and Type.....: On File
 V14. Professional License Number and Type: Civil Engineering Licensed State of California -
 V15. Verified By.....: Todd Morrison
 V16. Company Type.....: Corporation
 V17. Accounting Contact Person and Phone.....: Brian Gilbert (805) 568-3055

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 3/6/07 Authorized Signature: 

COUNTY OF SANTA BARBARA
General Services Department
Support Services Division
Capital Projects Group

PROFESSIONAL SERVICES AGREEMENT
for
Engineering Services

This Agreement, made this _____ day of March, 2007, by and between the County of Santa Barbara, hereinafter referred to as "COUNTY," and the design firm known as Bethel Engineering, duly licensed under the laws of the State of California to practice Engineering and provide the services described herein, in the State of California and hereinafter referenced as "Engineer," for the following Project: Santa Ynez Valley Airport, Airport Capital Improvement Program AIP II, (hereinafter referenced as "Project").

Engineer shall perform Engineering Services which shall include the following:

- A. Pre-design Phase
- B. Schematic Design Phase
- C. Design Development through Construction:
 - 1. Design Development
 - 2. Construction Documents
 - 3. Cost Estimates
 - 4. Bid and Award
 - 5. Construction Administration

The Estimated Initial Construction Budget for the Project is between \$800,000 and \$900,000.

The services listed above are to be performed as detailed in Article I of this Agreement.

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1. RESPONSIBILITIES OF ENGINEER:

The Engineer will provide the services for the COUNTY Project as described herein and under Attachment A, "Scope of Services." Attachment A is attached hereto and incorporated herein by reference as though here fully set forth. The project address is 900 Airport Road, Santa Ynez, California, 93460. The purpose of the project is to design and construct the rehabilitation of runway and parallel/connecting taxiways; design rehabilitation of taxilane and ramp; design of fog seal of taxilanes and apron; environmental for apron and taxilane; and perform ALP up-date.

ARTICLE 2. RESPONSIBILITIES OF THE COUNTY:

The COUNTY shall cooperate with the Engineer on all phases of the work covered by this Agreement and will make available to him/her, upon request, all existing plans, specifications, maps, photographs, reports and other data in possession of the COUNTY covering the Project/site as selected. The COUNTY'S responsibilities shall also include the following items:

- A. The COUNTY will provide information regarding requirements for the Project and construction budget. COUNTY will provide a Project program during the Pre-design Phase. The program will set forth the COUNTY'S design objectives, constraints, and criteria, including site requirements, space requirements and relationships, flexibility and expandability, and special equipment and systems.
- B. The COUNTY will review with the Engineer, the COUNTY'S lines of authority, decision processes, and other procedures regarding the Project. To provide a single reliable source of decisions on the Project, the COUNTY'S designated representative who is authorized to act in the COUNTY'S behalf with respect to this Project is Todd Morrison. The Engineer will accept directives from the above-referenced COUNTY designated representative only and not from other COUNTY employees.
- C. The COUNTY will furnish an accurate land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and floor elevations pertaining to the buildings, other improvements and trees; and information describing existing service and utility lines both public and private, including elevations of surface fixtures and subsurface lines.
- D. Intentionally Left Blank
- E. Intentionally Left Blank

- F. The COUNTY will provide the necessary forms or models of the COUNTY'S standard construction documents, such as advertisement for bids, information for bidders, bid form, bonds, agreement (construction contract), and the general and special provisions of the construction contract.
- G. The COUNTY will provide a Project schedule at the beginning of the Project showing any fixed dates or durations applicable to the Project (such as, funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines) and shall update this schedule as additional dates and durations become known.
- H. The services, information, surveys, and reports required in items A through G above shall be furnished at the COUNTY'S expense.

ARTICLE 3. FEE AND PROVISION FOR PAYMENT:

- A. Fee: The COUNTY will pay the Engineer a total contract amount not to exceed TWO HUNDRED AND TEN THOUSAND EIGHT HUNDRED AND TEN DOLLARS (\$210,810.00) for all work described in this Agreement and in Attachment A. Fee shall be invoiced based on Attachment B. Any additional applicable hourly rate billings as authorized in Article 4 shall be based on the information contained in Attachment B. Attachment B is attached hereto and incorporated herein by reference as though here fully set forth. Each portion of the Project let separately on a segregated bid basis shall be considered a separate Project only for the purpose of determining the fee for services for Design Development through Construction Administration in accordance with the Schedule of Fees in Attachment B.
- B. Intentionally Left Blank
- C. Records: The Engineer shall keep records concerning payment items on a generally recognized accounting basis and make such records available to the COUNTY for audit or inspection upon request. Reasonable records of financial activity shall be maintained for a period of four (4) years following completion of the work assigned. Such records shall be available for COUNTY inspection or audit by COUNTY employees or independent agents during reasonable business hours.

- D. Payments: COUNTY shall process once each month and pay Engineer's invoices within thirty (30) days. Invoices must be referenced by Board Contract Number or Purchase Order Number, whichever is applicable.

ARTICLE 4. PAYMENT FOR EXTRA WORK, CHANGES, OR EXPENSES:

- A. Compensation for extra work, changes, or expenses shall be in addition to the amount set forth in Article 3 above. Actual cost shall be based upon hourly rates and other information as set forth in Attachment B.
- B. No extra work shall be done unless approved in advance in writing by COUNTY'S Representative.
- C. Compensation for extra work is conditioned on the execution by the parties of a written amendment to this Contract, and, if necessary, the approval of the Board of Supervisors.

ARTICLE 5. CONSTRUCTION COST:

- A. Definitions:
 - 1. **Construction Budget:** Means the COUNTY'S statement of funds available for the cost of construction work. The construction budget does not include the compensation of the Engineer and the Engineer's consultants, the cost of the land, rights of way, or other costs which are the responsibility of the COUNTY as provided in Article 2. **The Construction Budget for the Project is between \$800,000 and \$900,000.**
 - 2. **Estimated Project Construction Cost:** Means the Engineer's estimate for the entire Project's current cost of construction. It includes the major categories of work with such significant subdivisions of cost as may be indicated by the construction specifications categories, and the type, size, and complexity of the Project.
 - 3. **Designated Cost Index** is derived from Means Building Data for the current calendar year. The Means City Cost Index used shall be the City Cost Index weighted average for Santa Ynez, CA.

4. **Approved Estimate:** Means the latest estimated Project construction cost approved in writing by the COUNTY, as adjusted to the designated cost index.
5. **Project Construction Cost:** Means the construction cost of the Project based on actual bids.

B. Responsibility for Construction Cost:

Funding for the estimated Project construction cost, prepared and submitted by the Engineer, is conditioned and becomes effective only following approval of the COUNTY Representative, and, if applicable, the Santa Barbara County Board of Supervisors, at which time it becomes known as the "Construction Budget." The Means City Cost Index (MCCI) is recognized as the official cost index, and the AE is to use this index in the preparation of construction cost submittals, with appropriate adjustments calculated on current costs in COUNTY, based on the date of estimate.

In the event that the individual cost estimate exceeds the Construction Budget by more than 10%, the Engineer, at its sole expense, shall redesign the Project to conform to the Construction Budget.

1. If the estimated Project construction cost for the construction documents phase exceeds the construction budget, the COUNTY may at its discretion:
 - a. Give written approval of an increase in the Construction Budget;
 - b. Authorize the solicitation of bids, reserving its rights under item c below; or,
 - c. Require the Engineer, at the Engineer's expense, to revise the scope of the Project or its quality, or both, in such ways as the COUNTY may approve, in order to reduce the estimated Project construction cost to the amount of the Construction Budget.
2. If the lowest responsible base bid exceeds the approved estimate by more than ten percent (10%), the COUNTY may, at its discretion:

- a. Require the Engineer, at Engineer's expense, to modify the Project design and the construction documents, subject to approval by COUNTY, in order to reduce the Project construction cost to within the Construction Budget; and/or all modifications required pursuant to this paragraph shall be completed within a reasonable time, but in no case longer than two (2) months, as required by COUNTY.
- b. Authorize re-bidding of the Project within a reasonable time.

ARTICLE 6. CODE COMPLIANCE:

- A. California Code of Regulations. It is the responsibility of the Engineer to assure that the design of the Project complies with all applicable design and construction standards set forth in the California Code of Regulations, including but not limited to Title 8, 17, 19, 21, 22, and 24. The Engineer shall prepare and submit a code analysis report to the COUNTY at the Design Development phase. The report shall provide a complete listing of all applicable codes, ordinances, and regulations in effect at that time.
- B. Working Drawings. The currently adopted Uniform Building Code (UBC), published by the International Conference of Building Officials (ICBO), will be used to plan check the working drawings for this Project.
- C. Other Applicable Codes. Construction work on COUNTY projects shall comply with the most recent State-adopted codes, National Fire Protection Association (NFPA), Life Safety Code, Fire Protection Code, and the Health and Safety Code.
- D. Persons With Disabilities. All facilities must be accessible to, and usable by, persons with disabilities. Construction will comply with current standards established by the Office of the State Architect, Access Compliance Section and Federal ADA Accessibility Guidelines (ADAAG). Where the standards established by the Office of the State Architect conflict with the Federal ADAAG, the AE shall comply with the Office of the State Architect Guidelines.

ARTICLE 7. AGENCY REVIEWS:

The COUNTY is subject to the building codes and regulations of local political subdivisions referred to in Article 6, and shall obtain any related building permits. Liaison with local utilities, fire-fighting and alarm systems, and compliance with roadway standards is required. This interface will be handled by the COUNTY, its designated representatives, and supported by the Engineer. The COUNTY will submit applications for agency approval for all projects, and will arrange all meetings with these agencies. The Engineer or their staff shall not discuss projects with representatives of government agencies or public utilities unless a representative of the COUNTY is present or they have been given specific instructions on matters to be discussed.

- A. Specific Agency Review. As an included service, the Engineer will be responsible for attending any meetings with an agency having authority over the Project; to review the project, when requested by the COUNTY; and for making any changes required by the agencies in order to obtain approval of the construction contract documents and/or drawings.
- B. Independent Review. An independent structural and code compliance review of the County plans may be submitted to the ICBO. All communications with the ICBO are subject to limitations as described above for public agency approvals.

ARTICLE 8. TERMINATION, SUSPENSION, OR ABANDONMENT OF AGREEMENT:

- A. COUNTY shall have the right to terminate this Agreement, with or without cause, upon giving a thirty (30) day written notice of such termination to the other party. In the event of the termination of this Project in its entirety, notwithstanding any other fee provision of this Agreement, the COUNTY, based upon work accomplished by the Engineer prior to notice of such termination, shall determine the amount of fee to be paid to the Engineer for his service based upon provisions in Attachment B, together with reimbursement then due, less all payments previously made by the COUNTY to the Engineer under this Agreement, and less any damages suffered or reasonably expected to be suffered by the COUNTY due to the Engineer's breach or failure to perform. Such findings of the COUNTY shall be final and conclusive as to the amount of such fee.

In no event shall COUNTY be liable in any manner for consequential damages or extended overhead or any similar expenses or for any unrealized profit which might have been made by Engineer had Engineer completed the services required by this

Agreement. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

- B. In the event of termination of any portion of this Project, the Engineer shall be entitled to the reasonable value of his services up to the date of the termination, as determined by the COUNTY. COUNTY'S determination shall be final and conclusive as to the amount of fee due and owing. In ascertaining the amount of compensation hereunder, consideration shall be given to both completed work and work in process but shall not exceed the fee as set forth in this Agreement. All work, charts, plans, records, and other documents pertaining to the Project which are in the possession of the Engineer shall be delivered promptly to the COUNTY upon termination of this Agreement.

ARTICLE 9. TERM:

The term of this Agreement shall commence on the _____ day of March, 2007. An initial completion schedule clearly delineating all important increments and review dates as shown in Attachment C. Attachment C is attached hereto and incorporated herein by reference as though here fully set forth. This Agreement shall terminate as set forth in Attachment C unless terminated earlier as provided herein.

ARTICLE 10. CONFLICTS OF INTEREST:

No member, official, or employee of the COUNTY during his tenure, or for one (1) year thereafter, shall have any personal interest, direct or indirect, in this Agreement or the proceeds thereof. No party hereto shall take any action which is inconsistent with the provisions of this Article.

ARTICLE 11. OWNERSHIP OF DATA, DRAWINGS, AND OTHER DOCUMENTS:

- A. Ownership: The ownership of all data collected for use by the Engineer under this Agreement, together with working papers, drawings, and other material necessary for a complete understanding of the plans/Project and necessary for their practical use/implementation shall be vested in the COUNTY. Ownership of original data, drawings, documents, reports, etc., shall be vested in the COUNTY. Vesting of ownership, as described in this paragraph, shall occur upon payment of fees and reimbursable expenses due the AE, whether such documents and materials are complete or incomplete.

- B. Copies: The Engineer may retain a copy of all instruments of service for his own use. The Engineer shall provide to the COUNTY three (3) copies (unless otherwise noted in this Agreement) of all documents required to be submitted for each phase as outlined in Attachment A, and at ninety percent (90%) completion, to the COUNTY as part of this Agreement. At completion of the Project, or upon written request by the COUNTY, all Engineering data, drawings, documents, reports, etc., relative to the Project shall be delivered to the COUNTY as part of this Agreement.
- C. Use of Documents: COUNTY shall thereupon assume the right and privilege to utilize for any purpose whatsoever any completed or incomplete data, drawings, specifications, estimates, reports, etc., or other contract documents which were prepared by the Engineer under this Agreement regardless of continuation, suspension or termination of the Project or the services of the Engineer. In the event the COUNTY elects to reuse documents on another project without employing the services of the Engineer who prepared these documents, the COUNTY shall defend, indemnify, and save harmless the Engineer, its officers, agents, owners, and employees.

ARTICLE 12. RECORDS, AUDIT, AND REVIEW:

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

ARTICLE 13. COVENANT AGAINST CONTINGENT FEES:

- A. Warrant: The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure the Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award of making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or

consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

- B. Current or Future Interest: The Engineer maintains no agreement, employment, or position which would be in conflict with the duties to be performed for the COUNTY under this Agreement. The Engineer further agrees that, during the term of this Agreement, the Engineer will not obtain, engage in, or undertake any interest, obligation, or duty which would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Agreement.

ARTICLE 14. CONTRACT PERSONNEL:

The work to be done pursuant to this Agreement shall be managed by Brian Deale, P.E. and such other personnel in the employ or under the supervision of the Engineer who are expressly approved in writing by the COUNTY. The official who shall be vested with the right of approval of such additional personnel or outside contracting parties shall be the Director of General Services or the designated representative. The COUNTY reserves the right to reject any of the Engineer's personnel or proposed outside consultants and the COUNTY reserves the right to require that acceptable replacement personnel be assigned to the Project.

To the extent deemed necessary by the Engineer, the Engineer shall employ consultants licensed as such by the State of California necessary for the provision of services under this Agreement. The Engineer shall submit, for approval by the COUNTY, the names of consultants for each professional element of service of the Project. The Engineer shall have the right to change consultants with COUNTY approval. Nothing in the foregoing shall create any contractual relation between the COUNTY and any consultants employed by the Engineer under terms of this Agreement. The Engineer is responsible for the performance of consultants as if it rendered such performance itself.

ARTICLE 15. INDEMNIFICATION:

- A. Indemnification pertaining to other than Design Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by

the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Design Professional Services:

CONTRACTOR shall defend, indemnify, and hold COUNTY, its officers, employees, and agents harmless from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

- B. The Engineer shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.**

ARTICLE 16. INSURANCE:

- A. Without limiting the Engineer's indemnification of the COUNTY, the Engineer shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of not less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place AE in default. Upon request by the COUNTY, AE shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Worker's Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all Engineer's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event Engineer is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by Department of Industrial Relations for State of California. This provision does not apply if Engineer has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and Engineer submits a written statement to the COUNTY stating that fact.

2. **General and Automobile Liability Insurance.** The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of Engineer and shall include contractual liability coverage for this Agreement between COUNTY and Engineer. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles which are operated on behalf of Engineer pursuant to Engineer's activities hereunder. COUNTY, its officers, employees, and agents shall be named as Additional Insured on any policy. A copy of the endorsement evidencing that the COUNTY has been added as a named additional insured on the policy, must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. **Professional Liability Insurance.** Professional liability insurance shall include coverage for the activities of

Engineer's professional staff with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage.

- B. The Engineer shall submit to the office of the designated COUNTY representative certificate(s) of documenting the required insurance as specified above prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated COUNTY representative as a condition precedent to any payment by COUNTY under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of the Engineer.
- C. The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Manager is authorized to change the above insurance requirements, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on revised standards of indemnification or insurance by the COUNTY, changed risk of loss, in light of past claims against the COUNTY or inflation. Any such change of provisions for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

ARTICLE 17. INDEPENDENT CONTRACTOR:

The Engineer shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. The Engineer understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance retirement, unemployment insurance, workers' compensation and protection of tenure.

ARTICLE 18. NON-DISCRIMINATION:

COUNTY hereby notifies the Engineer that COUNTY'S Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this

reference with the same force and effect as if the ordinance were specifically set out herein and Engineer agrees to comply with said ordinance.

ARTICLE 19. 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.

ARTICLE 20. LAW GOVERNING:

This Agreement shall be governed by the laws of the State of California.

ARTICLE 21. ASSIGNATION OF CONTRACT:

Neither the COUNTY nor the Engineer shall assign, sublet, or transfer any right, privilege, or interest in this Agreement or any part thereof without prior written consent of the other. However, nothing in this Agreement shall restrict the COUNTY from obtaining the same or similar service through COUNTY employees, other engineers, other resources, or by arrangements with other agencies. The Engineer may engage in similar activities to the extent that such work does not conflict with the proper performance of services to the COUNTY under this Agreement.

ARTICLE 22. COMMUNICATION:

Communications between the parties to this Agreement may be sent to the following addresses:

COUNTY:

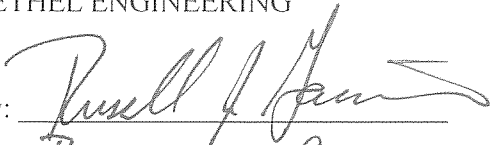
ATTN: Todd Morrison, AC
County of Santa Barbara
General Services Department
Support Services Division
912 W. Foster Road
Santa Maria, CA 93455

ENGINEER:

ATTN: Brian Deale, P.E.
Bethel Engineering
2624 Airpark Drive
Santa Maria, CA 93455

ACCEPTED AND AGREED this _____ day of March, 2007.

"ENGINEER"
BETHEL ENGINEERING

By: 
RUSSELL J. GARRISON P.E.
VICE PRESIDENT

"COUNTY"
COUNTY OF SANTA BARBARA

ATTEST:

By: _____
BROOKS FIRESTONE, CHAIR
BOARD OF SUPERVISORS

By: _____
MICHAEL F. BROWN
CLERK OF THE BOARD

APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING FORM:

By: _____
STEPHEN SHANE STARK
COUNTY COUNSEL

By: _____
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

APPROVED AS TO INSURANCE FORM:

By: _____
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

ATTACHMENT A

SCOPE OF SERVICES

1. SCOPE OF SERVICES

The Engineer selected to perform services for the COUNTY will be expected to adhere to the following required guidelines and procedures:

2. DEFINITIONS

2.1 **Engineer:** The Engineer is the person lawfully licensed to practice civil engineering or an entity lawfully practicing civil engineering who has entered into an AGREEMENT with the COUNTY to serve as Engineer and is referred to throughout the contract documents as if singular in number and neutral in gender. The term Engineer means the Engineer or its authorized representative.

2.2 **Designated Representative:** The designated representative is the person or entity who has been identified in writing by the COUNTY to serve as its official representative and is referred to throughout the contract documents as if singular in number and neutral in gender.

2.3 **Construction Contractor:** The construction contractor is the duly licensed person or entity engaged by the COUNTY to construct the Project and is referred to throughout the contract document as if singular in number and neutral in gender. The term contractor means the contractor or its authorized representative. It is the duty of the contractor to construct the Project to comply with all procedures established and implemented by the designated representative and approved by the COUNTY as stated in the construction contract.

2.4 **Directed, requested, etc.:** Where not otherwise explained, terms such as “directed,” “requested,” “authorized,” “selected,” “approved,” “required,” “accepted,” and “permitted” mean “directed by the Engineer or designated representative,” “requested by the Engineer or designated representative,” etc. However, no such implied meaning will be interpreted to extend to the Engineer or designated representative’s responsibility in the contractor’s area of construction supervision.

2.4.1 The Engineer shall not approve any submittal unless it complies with the design documents and all applicable standards. Approval shall signify that a submittal so complies.

2.4.2 Approval, where required for an item, shall be obtained by the contractor from the Engineer through the designated representative in writing.

2.5 Suitable, reasonable, proper, correct, and necessary: Such terms shall mean as suitable, reasonable, proper, correct or necessary for the purpose intended as required by the contract documents, subject to the judgment of the designated representative.

3. GENERAL

3.1 **Coordination:** In the performance of the Engineer's services under this AGREEMENT, the Engineer agrees that it will maintain such coordination with COUNTY officials as may be requested and desirable, including primary coordination with the COUNTY'S designated representative in the Department of General Services, Support Services Division. The Engineer shall assist the COUNTY as required in fulfilling requirements set forth by appropriate authorities and funding agencies whose interests bear on the design, cost, and construction of the Project. The Engineer shall abide by all regulations imposed by the appropriate authorities and funding sources (e.g., auditing requirements and payroll affidavits). The Engineer shall cooperate with other professionals employed by the COUNTY for design of other work related to the Project. The Engineer shall consult, to the extent required by the COUNTY, with authorized employees, agents, and/or representatives of the COUNTY relative to the design and construction of the Project.

3.2. **Administration:** The Engineer shall provide all required personnel, supervision, and supplies in a timely manner to adequately perform the responsibilities, as set forth in this AGREEMENT, in a reasonable and competent manner. It is the responsibility of the Engineer to obtain and administer the employment of personnel having the background, training, and experience to perform the work; to coordinate and arrange the schedules; to withhold for FICA and Federal and State unemployment payments; and to review and assure the maintenance of any necessary licenses, certificates, memberships, and other qualifications necessary for the services to be provided.

3.3 **Quality of Service:** The Engineer is responsible for reasonable and customary professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this AGREEMENT. The Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the designs, drawings, specifications, reports, and other services.

3.4 **Post-approval Responsibility:** The COUNTY'S approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the technical adequacy of its work. Neither the COUNTY'S approval, acceptance, or payment for any of

the services shall be construed as a waiver of any rights under this AGREEMENT or of any cause for action arising out of the performance of this AGREEMENT.

3.5 **Schedules.** To ensure a smooth progression in the administration of the Project, and to meet certain inevitable deadlines, schedules for the conduct of the work are required. If the Engineer realizes that a deadline cannot be met, prompt notice in writing to the designated representative regarding the impending delay is expected. If, in COUNTY'S estimation, circumstances warrant, an extension of time may be granted. The Engineer will also be entitled to an extension of time for delays attributable to the COUNTY, when such delays will cause a departure from the originally approved schedule. A preliminary schedule of Project activities is detailed in Attachment C to this AGREEMENT.

3.6 **Minutes and Reports:**

3.6.1 **Minutes.** The Engineer is required to prepare typewritten minutes of all meetings with representatives of the COUNTY within two (2) days of the meeting. The designated representative will review, revise if necessary, approve, and return the minutes to the Engineer. The Engineer shall, within two (2) days of receiving approved minutes from the designated representative furnish one (1) copy thereof to each person in attendance, revised per COUNTY'S direction.

3.6.2 **Reports.** A monthly progress report, which is to be submitted by the Engineer to the designated representative, is to include the following information:

- * The current phase of the Project (design development, construction document, etc.).
- * The time allotted in the AGREEMENT for that phase.
- * The milestones within that time frame and their scheduled completion dates.
- * The percentage of work completed on the current milestone task(s) as of the report date.
- * The updated construction cost estimate as of the report date.
- * Any deviations from the approved construction documents.

3.7 **Design Change Authorization.** Under some circumstances, extra services may be required of the Engineer. Authorization for extra services shall be conveyed to the Engineer in writing by designated representative. A written design change authorizes the Engineer to commence with the design change immediately. Contract amendments are used to incorporate design changes that directly affect the AGREEMENT between the COUNTY and the Engineer, such as change in

time of service, change in Project scope, or change of budget. Additional payments to the Engineer will be authorized simultaneously by the same contract amendment.

- 3.8 **Data Review.** The Engineer shall review site surveys; existing record documents; seismic data; mechanical, soils, and other test reports; environmental documents; etc., furnished to the Engineer pursuant to Article 2 of this AGREEMENT. After also examining the site, Engineer shall advise the COUNTY as to whether such data are sufficient for purposes of design or whether additional data are needed and, if so, recommend the manner in which it be provided.
- 3.9 **Compliance.** The Engineer shall prepare construction documents in compliance with applicable requirements of all laws, codes, rules, regulations, ordinances, and standards, including, but not limited to, those specified in Article 6 and Article 7 of this AGREEMENT.
- 3.10 **Submittal Review.** All submittals from the COUNTY or the contractor must be reviewed by the Engineer and returned within fifteen (15) calendar days except as otherwise specified by the COUNTY.

4. **PREDESIGN PHASE**

4.1 **General**

- 4.1.1 Engineer shall review the 95% complete Functional/Operational and Architectural Program (hereafter Program) provided by others; attend a maximum of two program review meetings; and provide input as required to insure that the final Program document describes the COUNTY'S design objectives, constraints, and criteria in a manner that can be utilized as a basis for the project design.

5. **SCHEMATIC DESIGN PHASE**

5.1 **General**

- 5.1.1 The Engineer shall evaluate the final Program to ascertain the requirements of the Project and shall review his or her understanding of such requirements with the designated representative. The Engineer shall prepare a preliminary evaluation in writing of the Program and the construction budget, each in terms of the other. The Engineer shall review alternative approaches to design and construction of the Project with the designated representative.
- 5.1.2 Upon written authorization by the COUNTY to proceed, the Engineer shall prepare, for approval by the COUNTY, schematic design studies incorporating the Program requirements and including:

- * Site plans, elevations, sections, perspectives, and other drawings, or graphic material as necessary to describe the Project.

- * Outline specifications indicating structural materials proposed.

5.1.3 The Engineer shall prepare and submit for COUNTY approval a written estimated Project construction cost.

5.2 **Design Responsibility.** The following are minimal requirements for all building projects. Drawings and other material produced or collected by Engineer at this phase may be used in the presentation to the COUNTY and may be photographed for presentation to the Board of Supervisors for their approval as required.

5.2.1 **Project Requirements.**

- * Site Utilization Plan (Scale: 1" = 40'0").

- * Depict overall dimensions.

- * Locate, outline, and identify existing structures on site within a radius of at least three hundred (300) feet measured from the exterior walls of the proposed building. Indicate easements, rights of way, and future roads.

- * Elevations and Sections (Scale: Not less than 1/8" = 1'0").

- * Include sections as necessary to explain the structure and any unusual features of design.

5.2.2 **Cost Estimate.** The cost estimate will be developed from the completed schematic documents and general description of the structure and be based on current ENR. The method of estimating should be appropriate to the type and scale of the Project. Any unusual items of cost should be brought to the attention of the COUNTY at this time.

5.2.3 **Outline Specifications.** The general description will include information pertaining to site, structure, and type of construction. Include brief descriptive statements regarding any unusual features of design. The Construction Specifications Institute (CSI) format is to be used in outline fashion.

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5.2.5 **Projects Other than Building Projects.** Certain projects which involve site development, interior design, or infrastructure items of work will require drawings which do not compare with those produced for building type projects.

When the projects falls into such categories, the extent and type of schematic presentation material must be discussed with the COUNTY before design work begins.

6. DESIGN DEVELOPMENT PHASE

6.1 **General:** Based on the approved schematic design documents, any directives by the COUNTY with respect thereto, and any adjustments authorized by the COUNTY in the program or construction budget, and upon written authorization to proceed with the design development phase, the Engineer shall prepare, for approval by the COUNTY, design development documents consisting of drawings, outline specifications, and narratives as necessary to fix and describe the size and character of the entire Project as to structural systems, materials, and such other elements as may be appropriate.

The Engineer shall prepare and submit for COUNTY approval the design criteria for the structural systems including structural loading and other applicable data. The Engineer shall prepare and submit to the COUNTY an analysis report of the codes applicable to the design of the Project. The report shall provide a complete listing of all applicable codes, ordinances, and regulations. The Project shall conform to the policies in the County of Santa Barbara's Energy Element as adopted by the Board of Supervisors incorporated by reference. The Engineer shall prepare and submit for COUNTY approval a current estimated Project construction cost.

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6.2.1 Project Requirements.

6.2.1.1 Site Plan (Scale: 1" = 40'0").

- * Existing and proposed contours at 1'0" intervals.
- * Method of general drainage of the site as affected by the construction.
- * Grade elevations including those for stairways, walls, terraces, etc.
- * COUNTY location (key) plan.

6.2.1.2 Intentionally Left Blank

6.2.1.3 Elevations and Sections (Scale: Not less than 1/8" = 1'0").

* Include larger scale drawings (1/4") indicating special design features with notes related to materials and design.

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6.2.1.5 Intentionally Left Blank

6.2.1.6 **Outline Specifications.** The outline specifications produced under the schematic design phase should be corrected and expanded as required to reflect the completion of preliminary drawings.

6.2.1.7 **Cost Estimate.** Additional information on construction cost is detailed in Article 5 of this AGREEMENT. The cost estimate must be developed from the completed design development plans and outline specifications and be calculated on current ENR based on the date of estimate, and escalated by a factor appropriate for the projected construction period and market conditions. The estimate will be made in sufficient detail so that all of the materials of construction are considered. In general, the cost estimate should be an abbreviated form of a contractor's estimate, giving quantities of materials and unit costs. In addition, the estimate must include unit costs per gross square feet for major divisions of the work as follows:

* Site development (grading, walks, paving, etc.)

* General construction

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6.2.1.8.1 **Site Plan** Indicate existing utilities.

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6.2.1.8.5 Intentionally Left Blank

7. CONSTRUCTION DOCUMENTS PHASE

7.1 **General.** Based on the approved design development documents (including the estimated Project construction cost), any directives by the COUNTY with respect thereto, and any further adjustments in the scope or quality of the Project, and upon written authorization to proceed with the preparation of construction

documents, the Engineer shall prepare, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the entire Project. The construction documents shall be consistent with the approved construction budget and any other standard documents furnished by the COUNTY. The construction documents shall be consistent with the general provisions of the construction contract. A copy of the general provisions can be obtained through the designated representative. Upon fifty percent (50%) and ninety percent (90%) completion of construction documents, the Engineer shall submit for COUNTY review and comment copies of the construction documents and structural calculations. Upon completion of schematic design, design development, and at seventy-five percent (75%) completion of construction documents, the Engineer shall prepare and submit for COUNTY approval a current estimated Project construction cost.

The Engineer shall review the COUNTY'S standard bid documents and complete them as necessary to make them specific to the Project. All final construction document submittals to the COUNTY shall be wet signed by the Engineer and any applicable consultants. The final one hundred percent (100%) documents shall either incorporate changes requested by the COUNTY as a result of COUNTY review of the ninety percent (90%) construction documents or be accompanied by a written statement as to why such changes were not incorporated. The COUNTY may reject the Engineer's explanation and require the Engineer to make changes to the construction documents as previously requested by the COUNTY.

Upon completion of review by the COUNTY of a final one hundred percent (100%) set of construction documents, the Engineer shall provide to the COUNTY one (1) set of reproducible, four (4) sets of prints, and one (1) complete set of the specifications in reproducible form.

7.2 **Construction Development Responsibilities.**

7.2.1 **Drawing Review.** The COUNTY will require construction documents at fifty percent (50%), and ninety percent (90%) levels of completion. Completed tracings must be of excellent quality for the production of clear prints and for later use as record drawings. All construction drawings shall be produced and submitted to the COUNTY on DVD's or other comparable computer data media as specified by COUNTY in Autocad 2000i or most current version using the AIA short form convention. The submissions must contain the following:

- * Civil engineering drawings.
- * Structural drawings.
- * Technical specifications.

* Cost estimate (itemized material/labor breakdown).

7.2.2 **Title Block.** The AE will be provided, on computer data media, the COUNTY'S standard title block for use on 24" x 36" vellum. All drawings prepared for the COUNTY will be on 24" x 36" vellum only, unless specified otherwise by the designated representative.

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7.2.4 **Final Cost Estimate.**

7.2.4.1 **Construction Documents.** The AE will submit to the COUNTY for review and comment, ninety percent (90%) complete construction documents with a final cost estimate.

7.2.4.2 **Final Corrections.** The final cost estimate should be calculated on current prices based on the date of estimate and be in abbreviated form of a building contractor's estimate giving quantities of materials and unit prices. The COUNTY will return to the Engineer a set of these 90% complete construction documents marked with corrections to be made. The Engineer is required to correct the construction documents before the COUNTY issuance to bidders.

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7.2.6 **Specifications Review.** When the technical specifications are complete, five (5) copies shall be submitted to the COUNTY for review. The Engineer shall provide written clarification of all submitted material within ten (10) days of COUNTY'S written request.

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7.3. **Requirements for Specifications.**

7.3.1 **Format.** The format should be that recommended by the Construction Specifications Institute (CSI) narrow scope type.

7.3.2 **Material/Product Callout.** Any specification calling for a designated material or product must indicate the names of two (2) manufacturers and must be followed by the phrase "or equal" with the following exceptions: The product is designated to match existing one in use on a particular facility; or if only one brand or trade name is specified, because it is the only one known, the Engineer should submit a letter so stating to the designated representative with the final draft of the

specifications. If approved, the phrase "no known equal" should follow this designated supplier. The County will provide the Engineer a list of approved standard fixtures and other miscellaneous construction items for the project the County uses as standard construction items.

8. **BIDDING PHASE**

8.1 **General:** The Engineer, following the COUNTY'S approval of the construction documents, the Engineer's compliance with any directives with respect thereto, and written authorization by the COUNTY to proceed, shall, during the bidding phase, be responsible for clarification of documents and for preparation of addenda as required for issuance by the COUNTY. The Engineer shall assist the COUNTY in the review and evaluation of bids.

8.2 **Construction Development Responsibilities.** After agency approvals are received by the COUNTY and specifications have been reviewed by the COUNTY'S legal counsel, the Project will be ready to bid. The COUNTY will advertise and distribute documents and receive and open bids.

8.2.1 **Information to Bidders.**

8.2.1.1 **Revisions.** Between the time the bidding documents are sent to potential bidders and the date that bids for the Project are to be opened, there may arise a need to change the bidding documents. In this case, an addendum(s) should be sent, via certified mail, to each bidder that received the initial bidding documents. Addendum(a) will be issued at least five (5) days prior to bid opening. The Engineer will prepare all copies of addenda for distribution by the COUNTY. The addendum(a) should include a signature slip that the contractor must sign and submit with its bid, stating that it has received the addendum(a) and understands the change(s). Any bid received without this slip will be rejected. Revisions to the bidding documents shall be made by addendum only. In the event that the Engineer receives telephonic or other requests from potential bidders for information or clarification, all such requests shall be immediately referred to COUNTY for response. All addenda will be issued through the COUNTY.

8.2.1.2 **Job Walk-Through.** In conjunction with the designated representative, the Engineer will conduct a pre-bid job walk and meeting with potential bidders to familiarize the bidders with the Project. Interpretations and clarifications of the construction documents rendered at the pre-bid job walk, in response to bidders questions, shall be compiled by the Engineer and issued by addenda through the COUNTY.

8.2.1.3 **Last Minute Questions.** Where questions arise too close to the bid opening for an addendum to be issued, and where the subject matter does not justify deferral

of the bid opening in order to issue an addendum, no information is to be given other than that the documents "stand as issued".

8.2.2 Bids Over Budget. Procedures are in place that outline actions that the COUNTY may take in the event the lowest responsible bid received exceeds the adjusted Project budget by more than ten percent. Said procedures are set forth in Article 5.B.2. of the contract to which this document is attached and are incorporated by this reference as though fully set forth herein.

9. CONSTRUCTION ADMINISTRATION PHASE

9.1 General: The construction phase will commence on the date the construction contract is signed and will terminate one year after notice of completion; or, in the absence of a notice of completion, one year after the Project is fully completed.

9.1.2 Within a reasonable time after execution and prior to issuance of a notice to proceed, the Engineer shall participate in a comprehensive review of construction documents along with COUNTY representatives and the General Contractor. The Engineer, at its sole expense shall obtain the participation of its consultants on previous phases as deemed necessary by COUNTY. The purpose of this session shall be to reduce construction and/or maintenance costs through all possible means. The Engineer shall be compensated as an Additional Service for any revisions made to the contract documents arising out of value engineering undertaken pursuant to the terms of this paragraph.

9.1.3 The contractor shall prepare a schedule of required submittals not later than fourteen (14) days after the receipt of the notice to proceed. The designated representative and the Engineer shall review the contractor's submittal schedule for completeness, fulfillment of specification requirements, and compatibility with the anticipated construction schedule.

9.1.4 The COUNTY'S duties shall include, but not be limited to, administration of all communications, records, and meetings; on-site quality control through testing and inspection; monitoring the schedule; negotiation of price changes; and coordination of close-out.

9.1.5 The Engineer's responsibilities shall include, but not be limited to, interpretation of the contract documents; periodic site observations; review of submittals; provision of documents for proposed changes; and general consultation to the COUNTY on design matters. The Engineer shall be fully responsible for all matters related to the Engineer's design and all of the Engineer's recommendations to the COUNTY which are carried out by the COUNTY.

9.1.6 The Engineer shall at all times have access to the work wherever it is in preparation and progress. When directed by the designated representative, the contractor shall provide facilities for such access at the contractor's cost so the Engineer may perform his functions under the contract documents.

9.1.7 All written communications to the contractor will be issued by the COUNTY with copies sent concurrently to the Engineer. Unless the Engineer provides timely notification to the COUNTY in writing that the Engineer disagrees with the content of a COUNTY communication with respect to design matters, the Engineer shall be deemed to agree with the content of the COUNTY communication.

9.2 Interpretation of the Contract Documents

9.2.1 The Engineer will be the interpreter of the requirements of the drawings and specifications. Written interpretations necessary for the proper execution or progress of the work, in the form of drawings or otherwise, will be issued with reasonable promptness by the Engineer through the designated representative and in accordance with any schedule agreed upon. The contractor or COUNTY shall make a written dated request through the designated representative to the Engineer for such interpretations. Such interpretations shall be consistent with and reasonable inferable from the contract documents. The contractor or COUNTY shall execute and complete the work in accordance with such interpretations. The Engineer shall not be liable to the contractor for the result of any interpretation or decisions rendered in good faith in such capacity.

9.2.1.1 The Engineer shall interpret the requirements of change orders and decide all other questions of design intent in connection with the work.

9.2.2 It shall be the responsibility of the Engineer to make interpretations and render opinions in regard to all claims to the COUNTY or designated representative involving questions of interpretation of the intent of the drawings and specifications. Such opinions and interpretations, together with the reasons therefore, shall be furnished in writing by the Engineer to the COUNTY, designated representative, and contractor within ten (10) days after a request is made thereof.

9.2.3 Neither the contractor, the designated representative, nor the COUNTY shall be bound by any determination, interpretation, or opinion of the Engineer if it is determined that such is not in accord with the true intent of the contract documents. The party taking issue with the determination, interpretation, or decision of the Engineer shall give the other party or parties, as the case may be, written notice of such fact within ten (10) days after the determination, interpretation, or opinion is rendered by the Engineer. However, it is the intent of this Section that in the actual performance of the work, the contractor and the

designated representative shall, in the first instance, proceed in accordance with the instruction given by the Engineer unless the COUNTY and the designated representative mutually agree that the contractor and the designated representative shall proceed otherwise.

9.3 Changes to the Contract Documents:

9.3.1 Change Order Authority. The Engineer has no authority to issue change orders. All requests for proposals shall be prepared by the Engineer, shall be approved by the COUNTY or Director of General Services, and shall be issued to the contractor through the designated representative.

9.3.2 Minor Changes. The Engineer will have the authority to order, through the designated representative, minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents. Such changes will be effected by written order and such changes shall be binding on the COUNTY, the designated representative and the contractor. The contractor shall carry out such written orders promptly.

9.3.3 Concealed Conditions. Should concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, or should unknown physical conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract be encountered, the contractor shall report the conditions to the designated representative before the conditions are disturbed. The designated representative shall thereupon notify the Engineer. Upon such notices, or upon its own observation of such conditions, the Engineer shall promptly make such changes in the contract documents as it finds necessary to conform to the different conditions. Any change in the cost of the work or the time needed for completion resulting from concealed conditions shall be determined in accordance with COUNTY change order procedures provided a notice thereof is made within ten (10) days after the first observance of the conditions. The Engineer shall be compensated, as identified in Attachment B, for any additional services it may have rendered due to the unknown conditions.

9.3.4 Guarantee Period. As a basic service, after the completion of the work, the Engineer shall review the work at six (6) months and at one (1) year, unless otherwise agreed, and make written recommendations to the COUNTY for correction of any deficiencies.

9.4 Construction Responsibilities:

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9.4.2 **Requests for Substitutions of Labor and/or Materials by the Contractor.**

Pursuant to Section 3400 of the Public Contract Code, any reference in the specifications and plans to any brand name, article, device, product, materials fixture, form, or type of construction by brand name, make, or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the contractor, may request to use any article, device, product, materials fixture, form, or type of construction which, in the judgment of the Engineer, expressed in writing, is equal to that specified. The contractor must, within thirty-five (35) days after award of the contract, submit data substantiating a request for substitution or “an equal”.

If the contractor proposed to use a material which while suitable for the intended use, deviates in any way from the detailed requirements of the contract documents it shall inform the Engineer through the designated representative in writing of the nature of such deviations at the time that the materials are submitted for approval and shall request a written approval of the deviation from the contract documents.

In requesting approval of deviations or substitutions, the contractor shall provide evidence leading to a reasonable certainty that the proposed substitutions or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the Engineer, the evidence presented by the contractor does not provide a sufficient basis for such reasonable certainty, the Engineer shall inform the COUNTY of this opinion.

The Engineer will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits, such as quality of materials and manufacturing, utility and life expectancy. The Engineer will not approve proposed substitutes as equal to items specified which, in its opinion, would be inharmonious, or otherwise inconsistent with the character or quality of design of the Project.

Any additional cost, or any loss or damage, arising from the substitution of any material or method for those originally specified or drawn shall be borne by the contractor notwithstanding approval or acceptance of such substitution by the COUNTY or the Engineer, unless such substitution was made at the written request or direction of the COUNTY and the Engineer. Third-time review of contractor's submittals will be considered additional service.

9.4.3 **Progress Payments.**

The Engineer may decline approval of an application for payment if, in its opinion, the application is not adequately supported. The designated representative may decline approval or an application for payment, if, in its opinion, the application is not adequately supported.

COUNTY Approval. The designated representative must also approve the cost breakdown submitted by the contractor. Once approved, the designated representative distributes signed copies to the Engineer, contractor, and to the General Services Accounting Office for payment authorization. The designated representative may also decline approval of an application for payment if, in his opinion, the application is not adequately supported.

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9.4.5 **Drawing Submittal and Distribution by Contractor.**

Initial Submittal. A submittal shall consist of a minimum of four (4) prints and one (1) sepia of each drawing. The COUNTY will submit these to the Engineer who will coordinate their review for and/or correction with the COUNTY. After such coordination, the Engineer will note corrections on the sepia and one copy and return them to the contractor, along with one copy to the COUNTY with corrections and/or approvals noted.

Re-submittal. A minimum of four (4) prints and one (1) sepia of corrected submittal shall be submitted to the COUNTY. The Engineer will then follow the same procedure outlined in the preceding paragraph. This re-submittal process should be continued until all corrections have been approved.

Final Distribution: The contractor will send three (3) prints to the COUNTY. Approval by the Engineer will be qualified as stated in this attachment and the general and special provisions of the construction contract. The contractor will obtain and provide such number of prints of the approved submittal as determined for field distribution.

Catalog and Technical Data. All pertinent data should be submitted with shop drawings by the contractor who will then send three (3) copies to the COUNTY.

Materials and Equipment List. A list of materials and equipment must be submitted by the contractor.

Initial submittal. Three (3) bound copies to the COUNTY.

Re-submittals. As required by the Engineer, the Engineer will furnish the COUNTY with one copy of the re-submittal notice.

Final submittal. Within fifteen (15) days after receipt of Notice of Approval, the contractor will submit two (2) corrected bound copies to the Engineer and two (2) corrected bound copies to the COUNTY.

9.4.6 **Field Orders.** To be used only for emergency instructions to the contractor where the time required for preparation and execution of a formal contract amendment would result in delay or stoppage of the work. The COUNTY must approve a field order before it is issued. A duly authorized contract amendment will replace field orders as soon as possible and will reference the appropriate field order.

Following signature by the Engineer, the contractor, and the COUNTY, the COUNTY will distribute copies to the contractor and the Engineer.

9.4.7 **Contract Change Orders.** In accordance with the general and special provisions of the construction contract and this AGREEMENT, changes in the work will be authorized using the COUNTY'S contract change order procedure. Requests for any changes that might result in a change in contract price or contract time will be directed to the COUNTY.

9.4.7.1 **Proposal request.** A proposal request is a request from the COUNTY to the contractor for submittal of an itemized quote for a proposed change in the scope of the contract work. The Engineer will prepare a Proposal Request form at the direction of the COUNTY and submit it to the contractor with a copy going to the designated representative. The designated representative will maintain a log of proposal requests.

9.4.7.2 **Cost proposal.** In response to the proposal request, the contractor will submit a quote, or cost proposal. The cost proposal should include documentation from subcontractors and should itemize any adjustments to the contract sum or to the Project Schedule. The cost proposal will be submitted to the Engineer with one copy going to the designated representative.

9.4.7.3 **Engineer's Recommendation.** The Engineer will review the contractor's cost proposal and submit a recommendation to the COUNTY. The COUNTY will review both the contractor's cost proposal and the Engineer's recommendation and either approve or disapprove the proposed adjustment to the contract sum/contract time. The Engineer shall provide a cost estimate independent of the contractor's proposal, when requested by County. Such service shall be additional to this PSA.

9.4.7.4 **Construction Change Authorization.** If the COUNTY approves the proposed adjustment to the contract sum/contract time, it will issue a directive, sometimes known as a Construction Change Authorization, instructing the contractor to proceed with the change in the scope of work. If the parties cannot agree on a sum/time change, they shall proceed as outlined in the general provisions of the construction contract. A written contract change order will be issued pursuant to the following Section, 9.4.7.5.

9.4.7.5 **Contract Change Order.** At the direction of the COUNTY, the Engineer will compile the approved proposal requests with a summary of changes in contract

scope, sum, and time with attached documentation. COUNTY will submit a formal request to the Director of General Services, and the Board of Supervisors if applicable, for approval of written amendments to the Construction Contract, incorporating the changes in scope, sum, and time. The contract amendment becomes effective upon approval by the Director of General Services or the Board of Supervisors, whichever is applicable.

9.4.8 Construction Meetings.

9.4.8.1 Partnership Workshop. If requested, the Engineer will participate in a Partnering Workshop for the purpose of establishing working relationships among stakeholders in the project through a mutually developed, formal strategy of commitment and communication.

9.4.8.2 Preconstruction Meeting. After the partnering session, all parties (i.e., Engineer, contractor, the COUNTY, etc.) will meet to discuss the Project scheduling, to clarify procedures, etc.

9.4.8.3 Construction Progress Meetings. These will be held at the job site and will be attended by the contractor's top field supervisory personnel, representative(s) of the Engineer, and representative(s) of the COUNTY. Typewritten minutes of these meetings must be prepared by the Engineer in accordance with Section 3.6.1 of this Attachment A.

9.4.8.4 End of Warranty Meeting. The COUNTY shall schedule an end of warranty review meeting with the designated representative, Engineer, and contractor prior to the end of one year warranty to determine any work requiring correction.

10. CONSTRUCTION CONTRACT COMPLIANCE PHASE

10.1 General:

10.1.1 The Engineer shall assist the COUNTY in assuring the contractor's compliance with the construction contract by providing periodic construction observation; evaluation of construction data; evaluation of contractor's applications for payment; consultation at construction meetings; and inspection for beneficial occupancy, if applicable, and final completion, in accordance with the following:

10.1.2 Review by the Engineer:

The Engineer shall make on-site observations of construction as necessary to ensure conformance to construction documents while work progresses and upon completion and;

The Engineer shall make off-site observations of materials and equipment fabricated outside the general contractor's facility when such off-site observations are specified in the contract documents. The frequency, timing and duration of such observations shall be appropriate to: the progress, character, and complexity of the work, design issues, or questions of concern to the Engineer or its consultants, or noted in the daily inspection reports furnished to the Engineer; the observed quality of the contractor's performance during previous visits; the review of construction of crucial components of the work; and the necessity for observation of the performance of specified or design-professional-directed tests significant to the acceptability of crucial components of the work. Such observations shall also be performed when reasonably requested by the COUNTY. Such visits shall be for the purpose of observing: the progress of the work; that the character, scope, and detail of construction comply with the design; and that the quality of workmanship and materials conform to the intent of the Engineer as expressed in the contract documents, the Engineer's directives, approved shop drawings and samples, and the clarification drawings.

The Engineer shall reject work which does not conform to the contract documents. Whenever, in its opinion, Engineer considers it necessary or advisable for the implementation of the intent of the contract documents, it will have authority to require special inspection or testing of the work in accordance with the general provisions of the construction contract whether or not such work is then fabricated, installed, or completed. However, neither the Engineer's authority to act under this paragraph, nor any decision made by it in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Engineer to the contractor, any subcontractor, any of their agents or employees, or any other person performing any of the work.

The Engineer will be the judge of the performance of the work and will use its powers under the contract to enforce its faithful performance. The Engineer will determine the amount, quality, acceptability and fitness of all parts of the work. The Engineer will recommend suspension of the work whenever suspension may be necessary to ensure the proper execution of the work. The Engineer shall perform all services required of it in the construction contract. The Engineer shall, at the request of the COUNTY, provide guidance to the general contractor as to design requirements expressed or implied in or depicted in the contract documents, the approved shop drawings and samples, and the clarification drawings. Such guidance shall also be provided in relation to or by way of recommendations for or recommended actions in response to: site visits, inspection reports, laboratory reports and test data, contractor proposals, schedules, or other relevant documents. When requested, such guidance shall be in writing.

The Engineer shall review the amounts owing to the contractor based on observations at the site and on evaluations of the contractor's applications for payment; and make written recommendations to the COUNTY regarding payment

of the amounts. The Engineer's recommendation to the COUNTY to pay the amounts on the contractor's applications for payment shall constitute a representation by the Engineer to the COUNTY, based on the Engineer's periodic on-site observations, that the work has progressed to the point indicated; the work is in accordance with the contract documents; and that the contractor is entitled to payment in the amount approved. Before recommending payment, the Engineer shall review the record drawings being maintained by the contractor and inform the COUNTY in writing of the level of completeness and general accuracy of the record drawings.

The Engineer shall attend one (1) construction progress meeting a week as deemed necessary by the COUNTY. If construction progress meetings continue beyond the specified time of the construction contract, through no fault of the Engineer, the Engineer shall be compensated for additional meetings in accordance with Attachment B. Construction meeting notes shall be recorded and distributed by the Engineer in accordance with Section 3.6.1. The COUNTY shall be deemed to have agreed with the contents of construction meeting notes unless the COUNTY gives timely notice in writing to the Engineer to the contrary.

The Engineer shall conduct punch list inspections in conjunction with the COUNTY; and shall recommend based on the progress of the work, the date of final completion. The Engineer shall also review, for general content and completion, the warranties, guarantees, record documents, and other documents required by the contract documents and assembled by the contractor.

10.1.3 Intentionally Left Blank

10.1.3.1 **Construction Development Responsibilities.**

Field Observation.

The COUNTY may provide its own resident inspectors, as it deems advisable, during construction. This action on the part of the COUNTY will in no way relieve the Engineer from performing their responsibilities as specified in the AGREEMENT.

As required to ensure conformance during the construction phase, the Engineer shall provide to the contractor and the COUNTY interpretations of the contract documents. This can only be done effectively with a thorough knowledge of the documents and maintenance of accurate records of the progress of the work. Photographic progress recording is suggested, but is not mandated. The Engineer (and its consultants) shall provide, at Engineer's sole cost and expense, all design work deemed necessary by the COUNTY to correct an item of error and/or omission in the contract documents.

10.1.3.2 **Record Drawings ("As Built") Transparencies.** As required in the AGREEMENT, the Engineer must provide record drawings to the COUNTY. These will include all revisions and/or changes that have been made during the course of the construction, as recorded on the job set maintained by the Contractor. The Engineer must review all such revisions and/or changes during the work and must approve the set of prints maintained by the contractor prior to the Engineer's final submittal of the record drawings. All computer-generated information shall be copied onto disks or other comparable computer data media as may be specified by COUNTY and given to COUNTY. The record drawings should:

Be submitted as originals of the revised tracings labeled "record drawings" and specifications and are required by the COUNTY prior to final fee payment.

Be submitted in Autocad Version 2000i or higher on, DVD or other comparable computer data media as specified by COUNTY.

10.1.3.3 **Punch List.** The Engineer will walk the Project with COUNTY representative(s) when requested to do so. The Engineer will compile the punch list using the County template and indicate any lack of compliance with the contract documents. The Engineer is to distribute two copies each of the punch list to the COUNTY and the contractor. The Engineer must include a timetable for the corrective work to be completed by the contractor and do follow up inspection of corrected punch list items. The Engineer shall update list and redistribute after each inspection.

10.1.3.4 **Final Approval of Contractor's Documents.** The Engineer shall review the contractor's record drawings, guarantees, and operating manuals for compliance with the contract documents and shall either approve the documentation or specify in writing corrective measures to be taken by the contractor.

ATTACHMENT B

PRICING AND PAYMENT

I. PRICING AND PAYMENT

- A. **Compensation.** The Engineer agrees to perform the services as stated in Attachment A to this AGREEMENT and will be compensated by the COUNTY for those services per Article 3.
- B. **Extra Work.** The following services are not included in scope of services detailed in Attachment A unless so identified in this AGREEMENT. They shall be paid for by the COUNTY as provided in this AGREEMENT in addition to the compensation for the basic services. The Engineer shall provide additional services when authorized in a written amendment to this AGREEMENT or by design change authorization signed by the COUNTY. No additional services shall be compensable unless so authorized.
1. Providing analysis of the COUNTY'S needs and programming the requirements of the Project.
 2. Providing financial feasibility or other special studies except for those called out as basic services in Attachment A.
 3. Providing planning surveys, site evaluations, environmental studies, or comparative studies of prospective sites.
 4. Preparing special surveys, environmental studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
 5. Providing services to investigate existing conditions or facilities or to make measured drawings thereof or to verify the accuracy of drawings or other information furnished by the COUNTY beyond those reasonably and customarily provided in basic services.
 6. Providing coordination of work performed by separate contractors or by the COUNTY'S own staff.
 7. Providing analyses of owning and operating costs, except as noted in this AGREEMENT.
 8. Providing detailed quantity surveys or inventories of material, equipment, and labor.

9. Providing interior design and other similar services required for or in connection with the selection, procurement, or installation of furniture, furnishings, and related equipment which are not included as part of the construction documents.
10. Providing services for planning tenant or rental spaces.
11. Making investigations or inventories of materials or equipment; or valuations and detailed appraisals of existing facilities.
12. Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
13. Providing services after the Notice of Completion is recorded with the COUNTY, provided that such services do not relate to guarantee or warranty services or to corrections of design errors or omissions.
14. Preparing revisions to the documents during the schematic design, design development, and construction documents phases when such revisions are inconsistent with data or written approvals previously given by the COUNTY, excluding corrections of design errors or omissions.
15. Preparing drawings, specifications, and supporting data; and providing other services in connection with change orders required after a 10% change in construction cost (calculated by adding the absolute values of both additive and deductive construction cost changes) has occurred on the Project, provided such change orders are required by causes not within the control of the Engineer.
16. Providing consultation concerning replacement of any work damaged by fire or other cause (excluding any cause resulting from error or omission of the Engineer) during construction; and furnishing services as may be required in connection with the replacement of such work.
17. Providing services as necessary to correct major defects or major deficiencies in the work of the contractor when such defects or deficiencies require services in excess of those reasonably expected on a project of this type, size, and complexity.
18. Providing services in connection with any public hearing, arbitration proceeding, or legal proceeding, except where the Engineer is party thereto.

- C. **Reimbursable Expenses.** Reimbursable expenses are in addition to the compensation for basic services and extra work and include actual expenditures made by the Engineer

and the Engineer's employees and consultants in the interest of the Project for the expenses listed below:

1. Expense of transportation and per diem when traveling outside the COUNTY of Santa Barbara. Travel expenses shall be on the same basis and subject to the same conditions as are in effect for employees of the COUNTY. Such expenses shall not be compensable unless authorized in advance by the COUNTY.
2. Intentionally Left Blank
3. Expense of data processing and photographic production techniques when used in connection with additional services.
4. If authorized in advance by the COUNTY, expense of overtime work requiring higher than regular rates.
5. Intentionally Left Blank
6. Fees advanced for securing approval of authorities having jurisdiction over the Project.

D. **Payment Schedule.**

1. **Basic Services.** Payments for basic services shall be made monthly unless otherwise agreed, and shall be in accordance with actual services rendered.
2. **Extra Work.** Payments on account of the Engineer's extra work as defined in paragraph B above and for reimbursable expenses as defined in paragraph C above shall be made monthly upon presentation of the Engineer's statement of services rendered or expenses incurred.

E. **Basis of Compensation.** The COUNTY will compensate the Engineer for the scope of services described in Attachment A to this AGREEMENT, in accordance with paragraph D above, and other terms and conditions of this AGREEMENT, as follows:

1. **Compensation for Basic Services.** Payments shall be paid upon the presentation of a written statement, after review and approval by the COUNTY, and in accordance with actual services rendered.
2. **Compensation for Extra Work.** The Engineer will submit to the COUNTY a list of the personnel to be used on the Project and the billing rates associated with each. If the Engineer is required by the COUNTY to perform work, make changes, or incur expenses beyond the original scope of the AGREEMENT, the Engineer will be compensated for actual costs incurred by the Engineer in providing the work according to the list mentioned above. No extra work shall be

performed, and the COUNTY shall not be liable for the costs incurred by the Engineer or any sub-consultant in performing any such extra work in advance of written approval by the designated representative of the Director of General Services.

- a. Each portion of the Project let separately on a segregated bid basis shall be considered a separate Project for purposes of determining the fee.
- b. One and one-tenth (1.1) times the direct personnel expense (direct personnel expense is defined as the direct salaries of all the Engineer's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contribution and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits) incurred by the Engineer in rendering other extra services.
- c. One and one-tenth (1.1) times the direct billings of consultants.
- d. The cost only of all reimbursable expenses defined in paragraph C above.

F. **Engineer's Statement of Work and Hourly Rates for Personnel.**

Engineer's Statement of Work is attached.

ATTACHMENT C
PROJECT SCHEDULE

I. SCHEDULE OF PROJECT ACTIVITIES

The following schedule of Project activities has been established by the COUNTY for the Santa Ynez Valley Airport Capital Improvement Program:

<u>Date</u>	<u>Task</u>
March 20, 2007	Board of Supervisors (BOS) approval of Engineer contract.
April 4, 2007	Complete Preliminary Phase / Schematic Design
April 20, 2007	Complete Design Development Phase
April 20, 2007	Start Plans & Specifications
May 18, 2007	50% Plans & Specifications Submitted
June 15, 2007	90% Plans & Specifications Submitted
July 9, 2007	Finalized Construction Plans to County for Review
July 10, 2007	BOS approval of CEQA Exemption & Bid Authorization
July 15, 2007	Advertise Notice to Bidders
August 14, 2007	Bid opening (30 days).
September 15, 2007	Notice to Proceed.
November 1, 2007	Construction completed.

March 01, 2007

County of Santa Barbara
General Services Department
Support Services Division
Capital Projects Group
1105 Santa Barbara Street
Santa Barbara, CA 93101

ATTN: Mr. Grady W. Williams, P.E.
Manager, Capital Projects

Subject: **Revision 2.** Proposal to provide professional Airport Planning, Engineering, Consulting Services, and Construction Support for Santa Ynez Valley Airport, Airport Capital Improvement Program NPIAS 06-0243-11

Dear Mr. Williams:

Bethel Engineering, is pleased to offer our consulting services for your next Federal Grant Project, Airport Capital Improvement Program NPIAS 06-0243-11 at the Santa Ynez Valley Airport. Our firm has been providing professional engineering services to airports, private developers, landowners, school districts, industrial facilities, and public agencies such as yours for over 25 years. We look forward to the possibility of working with you on your Capital Improvement Projects.

ARTICLE I - STATEMENT OF UNDERSTANDING - DESCRIPTION OF PROJECT

Details of the project scope were provided by members of the Airport Authority and County Staff at the meeting of January 9, 2007 at Bethel Engineering. The following items comprise our understanding of the detailed work as described in the desired scope of work. The timing of the delivery of the "design only" portion and Statement of Work was modified by E-mails dated Wednesday, February 14, 2007 and these changes are incorporated herein:

1. Design and Construct Rehabilitation of Runway 8-26, parallel Taxiway A, and connecting Taxiways B, C, D, and E. This portion of the work to be contracted and built in the fall of 2007.
2. Design and Construct Fog Seal for existing Ramps and Taxilanes. **Overlay of the Airport Access Road is now included as we feel it will fit within the budget and would avoid fog sealing of the poor road condition.** Included is all pavement re-

marking of sealed and overlaid areas. This portion of the work to be contracted and built in the fall of 2007.

3. Design only the Far-East Apron and Connecting Taxilane for construction in 2008.
4. Design only the Rehabilitation of Taxilane J for construction in 2008.
5. Update the Airport Layout Plan after design of the Far-East Apron, etc..
6. Provide Environmental Revue for Far-East Apron and connecting Taxilane to aid the County of Santa Barbara's Planning and Development Department to obtain a Negative Declaration for their Major Conditional Use Permit.

ARTICLE II - SCOPE OF ENGINEERING SERVICES

Bethel Engineering, herein proposes to provide professional civil engineering services, either directly or through the use of sub-consultants, according to the following phase outline:

A. PRELIMINARY PHASE

Work in this phase will begin after receipt of a written notice to proceed from the Airport Authority.

Task	Description
------	-------------

- | | |
|----|--|
| 1. | Inventory available records (ie: plans, maps, aerial photography, survey control, topographic surveys of the area, soils reports, environmental revue status, etc.) |
| 2. | Design surveying to supplement existing topographic information. This includes a complete topographical survey of the eastern portion of the airport for design of the Far-East Apron and Connecting Taxilane as well as topographical surveying required for the Rehabilitation of Taxilane J. Establish survey control for the Runway 8-26 rehabilitation, the Far-East Apron complex construction, and the Taxilane J rehabilitation for use by the contractor. |
| 3. | Visual inspection of the project site to evaluate design considerations. |
| 4. | Hold discussions with Santa Ynez Valley Airport and Santa Barbara County personnel to ascertain existing conditions, problems and desired results, to gain input from those who will use and maintain the facilities upon completion. |
| 5. | Hold preliminary meetings with local utility representatives and County Officials regarding this project and any impact on their respective improvements in the area as a result of planned improvements. |

6. Meet with Santa Barbara County Fire Department officials to discuss proposed modifications and how they would affect the Airport Fire Station and gain their input.
7. Perform a structural and soils investigation and prepare a geotechnical report of the findings. Information acquired during this investigation will be used in the design of the pavement sections and as a basis for subgrade compaction testing.
8. Generate a conceptual site plan for the construction project.
9. Prepare a preliminary construction cost estimate.
10. Prepare an Engineering Report that summarizes all aspects of the project. Submit this report to Airport Authority and County Capital Projects Group. Submit Engineers Report to Federal Aviation Administration for their review.
11. Provide clerical support for this phase.

B. DESIGN PHASE

Design phase work will begin after completion of preliminary phase efforts based on direction from Airport and County staff and FAA approval of the Engineer’s Report. It is understood that the design effort will be divided into two separate construction projects as follows:

- Prepare design documents for Rehabilitation of Runway 8-26 with parallel and connecting Taxiways; the Fog Sealing of the Ramps and Taxilanes; and the overlay of the Airport Access Road for construction in the fall of 2007.
- Design only of the Far-East Ramp/Connecting Taxilane and Taxilane J for future construction and completion by the Winter/Spring of 2008.

Design Phase for Fall 07 Construction Project

Task Description

1. Prepare “Bid Ready” construction drawings according to the following anticipated sheet schedules for this portion of the contract:

Rehabilitate Runway 8-26 and Taxiways A, B, C, D, E & Runup Aprons, Overlay Road

a.	Title Sheet (for all of Fall 07 Project)	Var. Scale	1-24" x 36" Sheet
b.	Paving Plans - Runway and Taxiways	40 Scale	3- 24" x 36" Sheets
c.	Paving Plan - Access Road Overlay	40 Scale	1- 24" x 36" Sheet
d.	Detail Sheet - Typical Sections	Var. Scale	1- 24" x 36" Sheet

Fog Seal Ramps and Taxilanes

- | | | | |
|----|--|----------|----------------------|
| e. | Plan of areas to be sealed | 60 Scale | 2 - 24" x 36" Sheets |
| f. | Striping Plans - Runway, Ramps, & Road | 60 Scale | 3 - 24" x 36" Sheets |
2. Prepare "Bid Ready" contract documents and technical specification booklet for the construction contract of the Runway and Taxiway Rehabilitation, Road Rehabilitation, and Fog Seal portions of the project for construction in fall, 2007. Documents will incorporate technical requirements with County boiler-plate. A Quality Control Construction Management Plan will be required from the Contractor as part of a bid item.
 3. Prepare a material quantity estimate and construction cost estimate for the construction project.
 4. Furnish five (5) sets of project plans and specifications for the project for review by the Airport Authority and the County Capital Projects Group.
 5. Provide clerical support for this phase of the project.

Design Only Phase for Far-East Ramp, connecting Taxiway, and Rehabilitation of Taxilane J

The Statement of Work for the design and preparation of documents to construct the Far-East Ramp; the connecting Taxiway; the Rehabilitation of Taxilane J; the Environmental Revue; and the update of the Airport Layout Plan is as follows:

Task Description

1. Prepare "Bid Ready" construction drawings according to the following anticipated sheet schedules for this portion of the contract:

a.	Title Sheet	Var. Scale	1-24" x 36" Sheet
b.	Grading and Site Plan	40 Scale	3-24" x 36" Sheets
c.	Far-East Drainage Plan	40 Scale	2-24" x 36" Sheets
d.	Far-East Striping Plan	40 Scale	1-24" x 36" Sheet
e.	Far-East Details	Var. Scale	2-24" x 36" Sheets
f.	Grading and Site Plan -Taxilane J	40 Scale	1-24" x 36" Sheet
g.	Striping Plan – Taxilane J	40 Scale	1-24" x 36" Sheet
h.	Details – Taxilane J	Var. Scale	1-24" x 36" Sheet
2. Provide clerical support for this design phase.
3. Provide assistance in the Environmental Revue for the Far-East Apron and Connecting Taxilane to aid the County of Santa Barbara's Planning and Development Department obtain a Negative Declaration for their Major Conditional Use Permit.

4. Provide an update for the Airport Layout Plan to include all changes from the design of the Far-East Apron, connecting Taxilane, and the Rehabilitation of of Taxilane J and all other known existing or proposed improvements to the airport.

C. BIDDING PHASE - FALL 07 CONSTRUCTION PROJECT

The services to be provided during the bidding phase include the following:

Task Description

1. Assist Santa Barbara County General Services to prepare the required Notice Inviting Bids for the project. Bethel will aid in alerting local contractors of the impending project.
2. Bethel Engineering, will make itself available to answer any questions from contractors during the bidding portion of the projects. We will respond to all contractor questions in a fair and impartial manner. All questions and answers will be documented for review.
3. Schedule, hold, and prepare minutes for a pre-bid job walk of the project to allow contractors to be familiar with the site.
4. Prepare and issue addenda as necessary to supplement the contract documents.
5. Provide clerical support for this phase.

D. CONSTRUCTION PHASE - FALL 07 CONSTRUCTION PROJECT

After the bidding phase has been completed, the project will enter the construction phase in accord with the Airport Authority's schedule for construction.

Task Description

1. Attend bid opening. Review bids for accuracy and make recommendation for award to the Airport Authority and County Capital Projects Group.
2. Arrange, prepare materials, and preside over a pre-construction conference. Prepare minutes of the meeting.
3. Provide survey control in the field for use by the contractor.
4. Review material submittals and process thru acceptance.
5. Thru our sub-consultant, GSI Soils, Inc., provide quality control and materials testing for all relevant items of the project.

6. Provide field engineering and plan and specification interpretation in a timely manner.
7. Provide full time project inspection of all required construction activities unless otherwise authorized.
8. Keep Airport Authority staff informed of the progress of the project.
9. Contract Administration Services will include:
 - * Providing daily construction log of all operations.
 - * Providing active inspection of all critical contractors operations.
 - * Collection and review of all material weight tickets for pay quantities.
 - * Coordinate construction materials Quality Control Testing.
 - * Preparation of field changes, change orders and other correspondence.
 - * Preparation and approval of monthly contractors pay requests.
 - * An effort to resolve problems or issues before they can delay construction or increase project costs.
 - * Collection and maintenance of records of construction including photographs, inspection reports, correspondence, and discussions with the contractor to document the projects progress.
 - * Wage rate monitoring.
10. Arrange and conduct preliminary final inspection and subsequently prepare construction "punch list" for project. Follow up with final inspection.
11. Provide clerical support during this phase of the project.

E. CONSTRUCTION COMPLETION PHASE

Work in the completion phase will occur at the appropriate time after construction of all planned improvements is complete.

Task Description

1. Establish final pay quantities of all items by measurement or quantity accounting in accord with the contract documents.
2. Prepare "Drawings of Record" for project and submit with Engineer's Report.
3. Prepare "Final Engineer's Report". Submit this report to Airport Authority, County Capital Projects Group, and the FAA for records of the completed project.
4. Provide clerical support for this phase.

ARTICLE III - PROJECT SCHEDULING

Bethel Engineering, proposes to provide the previously outlined services according to the following schedule based on the date of "Notice to Proceed" after acceptance of this proposal as noted:

- | | | |
|----|---|--|
| 1. | Preliminary Phase | Four (4) weeks. Tentative dates: 3/20/07 – 4/20/07 |
| 2. | Design Phase (Runway 8-26 & Taxiway's A – E; Far-East Apron & conn. Taxilanes; Access Road Rehabilitation; and Fog Seal Ramps & Taxilanes | Eight (8) weeks after completion of Preliminary Phase and receipt of approval of Conceptual Site Plan to 90% completion. Tentative dates: 4/21/07 – 6/15/07

100% completion. Tentative dates: 6/16/07 – 7/09/07 |
| 3. | Bidding Phase | In accord with schedule and after receipt of approvals from FAA, Airport Authority, and County Capital Projects Group. Tentative dates: 7/10/07 – 8/14/07 |
| 4. | Construction Phase | In accord with schedule (estimate 45 Calendar days for Construction). Tentative dates: 9/15/07 – 11/1/07 |
| 5. | Completion Phase | Four (4) weeks after construction is complete (except for 08 construction portion of Project) and notice of acceptance. Tentative dates: 11/2/07 – 12/2/07 |

ARTICLE IV - PROFESSIONAL SUB-CONSULTANTS

Bethel Engineering, proposes to perform all the work identified in the "Scope of Services" portion of this proposal directly or through the use of the professional sub-consultants in the areas indicated:

Airport Consulting

Herb Gerfen, P. E.

Surveying:	Fargen Surveys, Inc., Santa Maria
Materials Testing:	GSI Soils, Inc., Santa Maria
Environmental	Urban Planning Concepts, Santa Maria

ARTICLE V - SERVICES NOT PROVIDED

The following items are listed to help identify and clarify items that are specifically excluded from our intended scope of work.

1. Re-design of the project if scope is changed from that which this proposal is based or changes after design documents are reviewed and approved by the Airport District.
2. Government or utility permit, plan check, or inspection fees of any nature.
3. The preparation, if required, of any easements other than those identified.
4. Construction staking (Provided by Contractor as a bid item).
5. Title reports.
6. Architectural and/or Structural Plans.
7. Hazardous materials/waste involvement of any nature (except as included in Environmental Phase).
8. Production and/or reproduction of contract documents including plans and specifications. (These services can be provided as an incidental cost item if desired)

ARTICLE VI - COMPENSATION

Bethel Engineering, will provide all the services identified in the "Scope of Services" portion of this proposal according to the following schedule:

1. PRELIMINARY PHASE: All work under the Preliminary Phase will be performed for the Estimated Sum of Forty Seven Thousand Six Hundred Sixty Dollars (\$47,660.00). Work will be performed on a "Time and Materials" basis at rates identified on the enclosed Fee Schedules.

Senior Engineer	152 hours
Draftsman	24 "
Clerical	24 "

Fargen Surveys, Inc.

\$18,500.00 for Far-East Apron, Connecting Taxilane, and Taxilane J topographical survey.

GSI Soils, Inc.

\$6,400.00 for Runway, Taxilane J, and Far-East Apron and Connecting Taxilane soils investigation and report

- 2. DESIGN PHASE: All work under the Design Phase for the Rehabilitation of Runway 8-26, Taxiways A-E, and Fog Seal of Ramps and Access Road Rehabilitation will be performed for the Estimated Sum of Thirty Eight Thousand Ninety Dollars (\$38,090.00). Work will be performed on a “Time and Materials” basis at rates identified on the enclosed Fee Schedules. The amount is based on the following estimate of work hours:

Senior Engineer	104 hours
Draftsman	292 “
Clerical	36 “

DESIGN ONLY PHASE:

Design of the Far-East Ramp / Connecting Taxiway and the Rehabilitation of Taxilane J will be performed for the Estimated Sum of Fifty Thousand Five Hundred Forty Dollars (\$50,540.00). Work will be performed on a “Time and Materials” basis at rates identified on the enclosed Fee Schedules. The amount is based on the following estimate of work hours:

Senior Engineer	76 hours
Project Engineer	240 “
Draftsman	240 “
Clerical	36 “

Environmental Revue of the Far-East Ramp & Connecting Taxiway to assist Santa Barbara County’s Planning and Development Dept. to obtain a Negative Declaration for their Major Conditional Use Permit will be performed for the estimated amount of Ten Thousand Dollars (\$10,000.00). Work will be performed on a “Time and Materials” basis at rates identified on the enclosed Fee Schedules. The amount is based on the following estimate of work hours:

Associate Planner	100 hours
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Update Airport Layout Plan for the estimated amount of Three Thousand Three Hundred Dollars (\$3,300.00). Work will be performed on a “Time and Materials” basis at rates identified on the enclosed Fee Schedules. This amount is based on

the following estimate of work hours:

Senior Engineer	12 hours
Draftsman	24 “

The estimated total for the “Design Only” Phase is Sixty One Thousand Five Hundred and Forty Dollars (\$61,540.00).

3. BID PHASE: Work under the Bid Phase will be performed for the Estimated Sum of Five Thousand Two Hundred Thirty Dollars (\$5,230.00). Work will be performed on a “Time and Materials” basis at rates identified on the enclosed Fee Schedules. The amount is based on the following estimate of work hours:

Senior Engineer	34 hours
Clerical	12 “

4. CONSTRUCTION PHASE: Work within the Construction Phase will be performed on a “Time and Materials” basis at rates identified on the enclosed Fee Schedules. Bethel has estimated our fee for services within this phase based on a 45-calendar day construction contract to be Forty Seven Thousand Four Hundred Fifty Dollars (\$47,450.00). This amount is based on the following estimate of work hours:

Senior Engineer	98 hours
Inspector	180 “
Clerical	60 “

GSI Soils, Inc	\$10,800.00 for construction pavement testing of overlays of runway, taxiways, and Road
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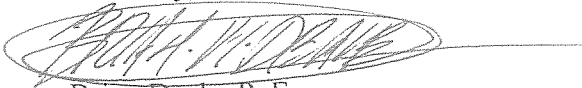
5. COMPLETION PHASE: All work under the Completion Phase will be performed for the Estimated Sum of Ten Thousand Eight Hundred Forty Dollars (\$10,840.00). Work will be performed on a “Time and Materials” basis at rates identified on the enclosed Fee Schedules. The amount is based on the following estimate of work hours:

Senior Engineer	60 hours
Draftsman	12 “
Clerical	36 “

A detailed breakdown of classification, hours, rates, and totals for each section of proposal is Attached. This tabularized work-up of the estimated project design and administrative cost is keyed to the proposal for reference.

Bethel Engineering, sincerely appreciates this opportunity to propose civil engineering services for the development project. As always, I am available for your questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Deale", is written over a horizontal line. The signature is somewhat stylized and cursive.

Brian Deale, P. E.
Bethel Engineering

Enclosures: Bethel Engineering, Fargen Surveys, GSI Soils, Inc, and Urban Planning Concepts Fee Schedules. Fee work-up tables for proposal items.

Civil Engineers are regulated by the California Board for Professional Engineers and Land Surveyors. Any questions concerning a civil engineer may be referred to the Board.

**California Board of Registration for Professional Engineers and Land Surveyors
2535 Capitol Oaks Drive, Suite 300
Sacramento, CA 95833-2926
Phone: 916-263-2222**



BETHEL ENGINEERING
FEE SCHEDULE
Effective January 1, 2007

<u>POSTION</u>	<u>RATE</u>
Principal Engineer	\$ 145.00
Chief Engineer	\$ 135.00
Senior Engineer	\$ 125.00
Project Engineer	\$ 90.00
Draftsman	\$ 75.00
Inspector	\$ 100.00
Clerical	\$ 40.00

II-A PRELIMINARY PHASE

Task	By	Item	Est. Hours	Classification	Rate	Cost
1	BE	Inventory Available Records	12	Senior Engr.	\$125	\$1,500.00
2	FS	Supplemental Design Surveying - Far-East Ramp and Taxilanes		1 / Fargen Surveys		
		Taxilane J area	1	*Proposal Attached	\$18,500	\$18,500.00
3	BE	Project Site Inspection	20	Senior Engr.	\$125	\$2,500.00
4	BE	Meet with Airport Authority/ Co. to determine needs, desired results, etc.	16	Senior Engr.	\$125	\$2,000.00
5	BE	Meet with Utility Co.'s re: impact	6	Senior Engr.	\$125	\$750.00
6	BE	Meet with S. B. Co. Fire Dept	6	Senior Engr.	\$125	\$750.00
7	GSI	Soils and Pavement investigation and report		1 / GSI Soils Engr.		
			1	*Proposal Attached	\$6,400	\$6,400.00
8	BE	Generate Conceptual Construction Site Plan	24	Senior Engr.	\$125	\$3,000.00
	BE	Generate Conceptual Construction Site Plan	24	Draftsman	\$75	\$1,800.00
9	BE	Preliminary Construction Cost Est.	8	Senior Engr.	\$125	\$1,000.00
10	BE	Prepare Engineering Report	60	Senior Engr.	\$125	\$7,500.00
11	BE	Clerical	24	Clerical	\$40	\$960.00
	BE	Reimbursible Expense (est.)	1		\$1,000.00	\$1,000.00
Total =						\$47,660.00

24 Draftsman	\$75.00	\$1,800.00
152 Sr. Eng.	\$125.00	\$19,000.00
24 Clerical	\$40.00	\$960.00
Other	n/a	\$25,900.00
Total =		\$47,660.00

II-B DESIGN PHASE - RUNWAY 8-26, PARALLEL AND CONNECTING TAXIWAYS, FOG SEAL RAMPS AND OVERLAY ACCESS ROAD

Task	By	Item	Est. Hours	Classification	Rate	Cost
1 a	BE	Title Sheet -(1 Sheet)	36	Draftsman	\$75.00	\$2,700.00
1 b	BE	Plan - R/w & Taxiways (3 Sheets)	96	Draftsman	\$75.00	\$7,200.00
1 c	BE	Plan - Overlay Access Road (1)	8	Senior Engr.	\$125.00	\$1,000.00
1 d	BE	Detail Sheet (1 Sheet)	24	Draftsman	\$75.00	\$1,800.00
1 e	BE	Sealing Area Plans (2 Sheets)	24	Draftsman	\$75.00	\$1,800.00
1 f	BE	Sealing Area Plans (2 Sheets)	64	Draftsman	\$75.00	\$4,800.00
2	BE	Striping Plans - (3 Sheets)	4	Senior Engr.	\$125.00	\$500.00
3	BE	Prepare Bid Contract Documents and Technical Specifications incorporated with County boilerplate	48	Draftsman	\$75.00	\$3,600.00
4	BE	Prepare Engineers Construction Cost Estimate based on final design	80	Senior Engr.	\$125.00	\$10,000.00
5	BE	Furnish 5 Sets of Complete Contract Plans and Specs for review by FAA, Airport Authority, and County Capital Projects	12	Senior Engr.	\$125.00	\$1,500.00
	BE	Clerical	1		\$750.00	\$750.00
	BE	Re-imburseables	36	Clerical	\$40.00	\$1,440.00
			1		\$1,000.00	\$1,000.00
Total =						\$38,090.00

292	Draftsman	\$75.00	\$21,900.00
104	Sr. Eng.	\$125.00	\$13,000.00
36	Clerical	\$40.00	\$1,440.00
	Other	n/a	\$1,750.00
Total =			\$38,090.00

II-B DESIGN PHASE - FAR-EAST RAMP, CONNECTING TAXILANES, AND REHABILITATION OF TAXILANE J						
Task	By	Item	Est.	Classification	Rate	Cost
1 a	BE	Title Sheet - No Scale (1 Sheet)	48	Draftsman	\$75.00	\$3,600.00
1 b	BE	Grading and Site Plan - Far-East Ramp & Taxilanes (3 Sheets)	144	Project Engr.	\$90.00	\$12,960.00
1 c	BE	Far-East Drainage Plan (2 sheets)	48	Project Engr.	\$90.00	\$4,320.00
1 d	BE	Far-East Drainage Plan	24	Senior Engr.	\$125.00	\$3,000.00
1 e	BE	Striping Plan (1 Sheet)	24	Draftsman	\$75.00	\$1,800.00
	BE	Far-East Details (2 Sheets)	48	Draftsman	\$75.00	\$3,600.00
	BE	Far-East Details	8	Senior Engr.	\$125.00	\$1,000.00
1 f	BE	Grading / Site Plan - Taxilane J (1)	48	Project Engr.	\$90.00	\$4,320.00
	BE	Grading and Site Plan - Taxilane J	24	Senior Engr.	\$125.00	\$3,000.00
1 g	BE	Striping Plan - Taxilane J (1 Sheet)	24	Draftsman	\$75.00	\$1,800.00
1 h	BE	Details - Taxilane J (1 Sheet)	48	Draftsman	\$75.00	\$3,600.00
1 i	BE	Details - Taxilane J	8	Senior Engr.	\$125.00	\$1,000.00
2	BE	Erosion Control Plan (2 Sheets)	24	Draftsman	\$75.00	\$1,800.00
3	UP C	Clerical	36	Clerical	\$40.00	\$1,440.00
		Environmental Revue	100	Assoc. Planner *Proposal Attached	\$100.00	\$10,000.00
4	BE	ALP Update	24	Draftsman	\$75.00	\$1,800.00
	BE	ALP Update	12	Senior Engr.	\$125.00	\$1,500.00
	BE	Reimbursibles (est.)	1		\$1,000.00	\$1,000.00
					Total	\$61,540.00

240	Draftsman	\$75.00	\$18,000.00
240	Proj. eng.	\$90.00	\$21,600.00
76	Sr. Eng.	\$125.00	\$9,500.00
36	Clerical	\$40.00	\$1,440.00
	Other	n/a	\$11,000.00
	Total =		\$61,540.00

I-C BIDDING PHASE - FALL 07 CONSTRUCTION PROJECT

Task	By	Item	Est. Hours	Classification	Rate	Cost
1	BE	Assist Preparation of Notice Inviting Sealed Bids	4	Senior Engr.	\$125.00	\$500.00
2	BE	Provide answers to Contractor's bid questions. Document Q. And A.	8	Senior Engr.	\$125.00	\$1,000.00
3	BE	Schedule, convene, and prepare minutes of Pre-bid Job Walk	16	Senior Engr.	\$125.00	\$2,000.00
4	BE	Prepare and issue any required Addenda to Contract Doc's.	6	Senior Engr.	\$125.00	\$750.00
	BE	Clerical	12	Clerical	\$40.00	\$480.00
	BE	Reimbursibles (est.)	1		\$500.00	\$500.00
					Total	\$5,230.00

0	Draftsman	\$75.00	\$0.00
0	Proj. eng.	\$90.00	\$0.00
34	Sr. Eng.	\$125.00	\$4,250.00
	Other	n/a	\$980.00
	Total =		\$5,230.00

ILD CONSTRUCTION PHASE - FALL 07 CONSTRUCTION PROJECT

Task	By	Item	Est. Hours	Classification	Rate	Cost
1	BE	Bid Opening, Review, and Recommendation to award	6	Senior Engr.	\$125.00	\$750.00
2	BE	Convene, and prepare doc's for Pre-construction Conference	12	Senior Engr.	\$125.00	\$1,500.00
3	FS	Provide Project Survey Control for Contractors construction surveying	1 sum	Fargen Surveys (Proposal Attached)	Incl. In proposal	\$0.00
4	BE	Review submittals and process	8	Senior Engr.	\$125.00	\$1,000.00
5	GSI	Provide Quality Control and Materials Testing	1	GSI Soils, Inc. (Proposal Attached)	\$10,800.00	\$10,800.00
6	BE	Provide field Engineering , Plan and Specification interpretation	20	Senior Engr.	\$125.00	\$2,500.00
7	BE	Provide full Project inspection	180	BE Inspector	\$100.00	\$18,000.00
8	BE	Provide project progress info to Airport Authority	4	Senior Engr.	\$125.00	\$500.00
9	BE	Contract Administrative Services	40	Senior Engr.	\$125.00	\$5,000.00
10	BE	Prepare Final Construction "Punch List", follow with final inspection	8	Senior Engr.	\$125.00	\$1,000.00
11	BE	Clerical Expense / construction	60	Clerical	\$40.00	\$2,400.00
	BE	Reimbursibles (est.)	1		\$4,000.00	\$4,000.00
					Total	\$47,450.00

180	Inspector	\$100.00	\$18,000.00
60	Clerical	\$40.00	\$2,400.00
98	Sr. Eng.	\$125.00	\$12,250.00
	Other	n/a	\$14,800.00
	Total =		\$47,450.00

H-E CONSTRUCTION COMPLETION PHASE - FALL 07 PROJECT

Task	By	Item	Est. Hours	Classification	Rate	Cost
1	BE	Establish "Final Pay Quantities"	12	Senior Engr.	\$125.00	\$1,500.00
2	BE	Prepare "Drawings of Record"	12	Draftsman	\$75.00	\$900.00
3	BE	Prepare "Final Engineer's Report", submit to Airport Authority, County, and FAA	48	Senior Engr.	\$125.00	\$6,000.00
4	BE	Clerical	36	Clerical	\$40.00	\$1,440.00
	BE	Reimbursibles (est.)	1	\$1,000.00	\$1,000.00	\$1,000.00
					Total	\$10,840.00

12	Draftsman	\$75.00	\$900.00
60	Sr. Eng.	\$125.00	\$7,500.00
36	Clerical	\$40.00	\$1,440.00
	Other	n/a	\$1,000.00
	Total =		\$10,840.00

Total = \$210,810.00

February 16, 2007

Mr. Brian Deale / Mr. Herb Gerfen
Bethel Engineering
2624 Airpark Drive
Santa Maria, CA 93455

Re: Environmental Proposal for Santa Ynez Airport

Dear Brian / Herb,

Urban Planning Concepts has reviewed the Santa Ynez Airport project and proposes to do the following Environmental Planning for an estimated cost of \$10,000.00.

- Research and review previous applications submitted to the County for consistency in format and content
- Complete draft permit applications and initial study (if needed)
- Coordinate with County Departments and County Planners for comments
- Complete initial study and Mitigated Negative Declaration
- Circulate document for public comment and hold public hearings (if needed)
- Work with County to forward document to ALUC, Planning Commission & Board of Supervisors

It is our intent to coordinate a Negative Declaration for the project as identified in the Santa Ynez Valley Airport's Major Conditional Use Permit application through the County of Santa Barbara planning process.

Sincerely,



Laurie Tamura, AICP
Principal Planner

FEE SCHEDULE
Effective January 1, 2007

<u>Position</u>	<u>Rate</u>
Principal Planner	\$125.00
Senior Planner	\$110.00
Associate Planner	\$100.00
Assistant Planner	\$95.00
Project Coordinator	\$90.00
Clerical	\$40.00



2/18/07

Mr. Brian Deale
Bethel Engineering
2624 Airpark Drive
Santa Maria, CA 93455

Subject: Proposal Santa Ynez Airport

Dear Brian,

Fargen Surveys Inc. proposes to do the following survey work for an estimated cost of \$18,500.00.

- #1 - Topographic survey east of runway 26 threshold to eastern boundary to include 150' south of the runway centerline to the northern boundary.
- #2 - Topographic survey from runway 06 threshold through terminus of Taxiway J, to include adjacent hangar access points.
- #3 - Establish survey control for contractors to use during construction.

If you have any other questions or need further clarification please call.

Sincerely,

Kenny L. Fargen, PLS



FARGEN SURVEYS, INC.

**FEE SCHEDULE
2007**

130.00	Principal
85.00	Drafting & Calculations
100.00	One-Man Survey Crew
165.00	Two-Man Survey Crew
185.00	Two-Man Survey Crew (Prevailing Wage)
40.00	Secretarial
At Cost	Photogrammetry

TERMS & CONDITIONS

1. All accounts are due and payable upon receipt.
2. All Contract work will be billed monthly for work in progress.
3. Reimbursable expenses such as, reproductions, postage and express charges will be itemized separately at direct cost plus 15%.
4. All agency processing, map checking and recording fees will be paid directly by the client to the respective agency.

Effective January 1, 2007



GSI SOILS INC.

524 East Chapel Street
Santa Maria, CA 93454
Tel: (805) 349-0140
Fax: (805) 349-8861

141 Suburban Road, Suite D-1
San Luis Obispo, CA 93401
Tel: (805) 543-5493
Fax: (805) 543-2748

January 30, 2007
PL07-01/30-1P

Mr. Brian Deale/ Herb Gerfen
Bethel Engineering
2624 Airpark Drive
Santa Maria, CA 93455

Subject: Proposal Geotechnical Engineering Services
Santa Ynez Airport
Santa Ynez, CA

Dear Brian & Herb:

After establishing the scope of services and based on a review of the site conditions and project plans, GSI SOILS, INC. is pleased to submit this proposal to provide geotechnical engineering services at the above referenced site.

GSI SOILS, INC., has provided testing and inspection services in San Luis Obispo, Santa Barbara and Ventura Counties for over 15 years, with local representatives providing these services for over 30 years. Our services will conform to the project plans/specifications.

Our scheduling and frequency of testing estimates are based upon conversations and specifications supplied by you. GSI SOILS, INC., proposes to provide the specified testing and observations services on a time and materials basis in accordance with the following fee schedule. As you are aware, our involvement is directly influenced by the contractor's scheduling and performance. GSI SOILS, INC., submits the following fee scenario for the purpose of this proposal and the clients pre-project budgeting:

GEOTECHNICAL ENGINEERING

Exploratory Borings & Testing:

Main Runway
Drilling & Coring & Engineering Report \$2,000.00

Laboratory:

California Bearing Ratio (CBR) with expansion
Estimated 3 @ \$400.00ea \$1,200.00

January 30, 2007
PL07-01/30-1P

Exploratory Borings & Testing:

East end of runway at landfill area Drilling, testing and reporting	\$2,200.00
Taxiway J Drilling, testing and reporting	\$1,000.00
SUBTOTAL	\$6,400.00

QUALITY CONTROL TESTING

Testing & Inspection:

Estimated 9 days of paving Main Runway & Taxiway 9 days @ \$1,200.00 each day	\$10,800.00
SUBTOTAL	\$10,800.00

TOTAL ESTIMATED COST **\$17,200.00**

If you have any questions or further needs of our services, please do not hesitate to contact me at (805) 349-0140

Sincerely,

Richard A. Armero
Vice President
GSI SOILS, INC.

FEE SCHEDULE



PERSONNEL CHARGES

ENGINEERS

Staff	\$70.00/Hr
Project	\$75.00/Hr
Senior	\$85.00/Hr
Associate.....	\$125.00/Hr

TECHNICIANS & SPECIAL INSPECTORS (Prevailing Wage)

Senior	\$75.00/Hr
Special Inspector	\$80.00/Hr

SOILS & AGGREGATES

ATTERBERG LIMITS (ASTM D-4318, Cal Trans 204):

Plastic Index	\$100.00
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CLAY LUMPS & FRIABLE PARTICLES

(ASTM D-142)	\$60.00
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CLEANESS VALUE(Cal Trans 227, 420)	\$70.00
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CONSOLIDATION(ASTM D-2435):One-Dim	\$150.00
--	----------

CRUSHED PARTICLES (Cal Trans 205) Per Size	\$80.00
--	---------

DIRECT SHEAR (ATSM D-3080): Per Point	\$55.00
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DURABILITY (ASTM S-3744, Cal Trans 229)	\$90.00
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EXPANSION INDEX (ASTM S-4829)	\$125.00
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FLAT AND ELONGATED PARTICLES

(ASTM S-4791).....	\$95.00
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LABORATORY MAXIMUM DENSITY:

ASTM D-1557 Method "A", "B", or "C"	\$125.00
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ASTM D-698 Method "A", "B", or "C"	\$125.00
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LOS ANGELES ABRASION

ASTM C-131, C535, Cal Trans 211):

100/500 T \ Revolutions	\$150.00
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ORGANIC IMPURITIES (ASTM C-40)	\$50.00
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ORGANIC CONTENT (ASTM D-2974)	\$80.00
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PARTICLE SIZE ANALYSIS

(ASTM C-117, C-136, Cal Trans 202)

% Passing #200 only	\$35.00
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Fine Sieve Analysis 3/8"minus.....	\$65.00
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Coarse Sieve Analysis : 6"x#4	\$40.00
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Total Sieve Analysis: Includes #200	\$100.00
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Hydrometer Anaylsis (ASTM D-422)	\$100.00
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Hydrometer & Short Sieve Analysis	\$135.00
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PERMEABILITY:

Constant Head(ASTM D-2434)	\$165.00
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Falling Head, Undisturbed	\$175.00
Falling Head, Remolded	\$200.00
pH, RESISTIVITY, SULFATES, & CHLORIDES	\$120.00
POROSITY, Dry Density, Specific Gravity	\$90.00
R-VALUE (ASTM D-2844, Cal Trans 301).....	\$200.00
SAND EQUIVALENT (ASTM S-2419, Cal Trans 217)	\$65.00
SOUNDNESS OF AGGREGATE	
(ASTM C-88, Cal 214) Per Size Fraction	\$70.00
SPECIFIC GRAVITY & ABSORPTION:	
Coarse Aggregate (ASTM C-127, Cal Trans 206)	\$65.00
Fine Aggregate (ASTM C-128, Cal Trans 207)	\$65.00
Specific Gravity of Soils (ASTM D-854)	\$65.00
SWELL-COMPRESSION (ASTM S-4546):.....	\$135.00
UNCONFINED STR (ASTM D-2166, Cal Trans 221)	\$60.00
UNIT WEIGHT & VOIDS IN AGG (ASTM C-29)	\$55.00
WATER CONTENT(ASTM D-2216, CalTrans 226, 331)	\$10.00
WATER CONTENT & DRY DENSITY	
(ASTM D-2937).....	\$15.00



SOILS, INC.

CONCRETE

COMPRESSIVE STRENGTH TEST:

6" X 12 Cylinder(ASTM C-39)	\$16.00
Core Sample (ASTM C-42).....	\$25.00
Shotcrete (ASTM C-1140).....	\$60.00
Cylinders Processed, But Not Tested	\$10.00
CONCRETE MIX REVIEW (UBC SEC. 2605-D).....	\$85.00
CONCRETE MIX DESIGN (ACI 211).....	\$135.00
LABORATORY TRIAL BATCH.....	Quotation
UNIT WEIGHT OF CYLINDER (ASTM D-642).....	\$50.00

ASPHALT CONCRETE

HVEEM METHOD:

Mix Design (Cal Trans 303,304)	Quotation
Compacted Point, Lab Mix (Cal Trans 304).....	\$150.00
Stabilometer Value(ASTM D-1560,CalTrans 366).....	\$60.00
Unit Weight, Compacted Point (Cal Trans 308).....	\$40.00

MARSHALL METHOD:

Mix Design (Asphalt Institute (MS-2)	Quotation
Compacted Point, Lab Mix (Cal Trans 304).....	\$150.00
Compacted Point, Plant Mix.....	\$115.00
Stability & Flow (ASTM S-1559).....	\$60.00
Unit Weight, Compacted Point (ASTM D-2726).....	\$40.00
Retained Stability.....	\$395.00

EXTRACTION OF BITUMEN:

(ASTM D-2172, Method B).....	\$95.00
SIEVE ANALYSIS (AASHTO T30).....	\$90.00
SPECIFIC GRAVITY (ASTM D-1188, D-2726), CAL 308) :	
Core Sample.....	\$30.00
Core Sample, Paraffin-Coated.....	\$45.00

MASONRY

ABSORPTION TEST:

Masonry Unit (ASTM C-140).....	\$55.00
Brick Unit (ASTM C-67).....	\$50.00

COMPRESSIVE STRENGTH TEST:

Brick Sample (ASTM C-67).....	\$45.00
Brick Prism (UBC 24-26).....	\$50.00
Grout (ASTM C-1019).....	\$25.00
Mortar (ASTM C39, C109).....	\$19.00
Masonry Unit (ASTM C-140)	\$55.00
Masonry Prism, 8"x 8"x16" (UBC 24-26).....	\$110.00
Masonry Prism. Other Sizes	Quotation
LINEAR SHRINKAGE (ASTM C-426) Per Block.....	\$130.00

WATER CONTENT, Masonry Unit (ASTM C140)..... \$35.00

MISCELLANEOUS TESTING

ROOF TILES (UBC 32-12):

Breaking Load..... \$20.00

Absorption..... \$55.00

BUILT-UP ROOFING (ASTM D2829, D3617).....

Ply Count, Separation, Oil Content..... \$110.00

Cut Tests (Unit Weight Only) \$35.00

DENSITY OF FIRE PROOFING (ASTM E605)..... \$60.00

SPECIFICATION FOR RE-BARS (ASTM A-615):

Bend Test, No.2 - No.8..... \$45.00

Bend Test, No. 9 and above \$75.00

Tensile Test No. 2 - No. 8..... \$45.00

Tensile Test, No. 9 And Above..... \$75.00

WELDER CERTIFICATION..... Quotation

LABORATORY CORING..... \$90.00/Hr

FIELD CORING, One Technician..... \$120.00/Hr

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/07

PRODUCER HRH Professional Practice Insurance Brokers, Inc. 265 Bullard, #101 Fresno, CA 93704-1706		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Dennis Bethel & Associates Inc. Urban Planning Concepts, Inc. 2624 Airpark Dr. Santa Maria, CA 93455		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Fidelity and Guaranty Insurance Undw	25879
		INSURER B: St. Paul Protective Insurance Co.	1643
		INSURER C: St. Paul Fire & Marine Insurance Co.	24767
		INSURER D: Fidelity and Guaranty Insurance Comp	35386
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BK02195165	06/01/06	06/01/07	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
D		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	BA02195198	06/01/06	06/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
						EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BW02186719	06/01/06	06/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C		OTHER Professional Liability	QP03806320	04/30/06	04/30/07		\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: SANTA YNEZ VALLEY AIRPORT, AIRPORT CAPITAL IMPROVEMENT PROGRAM AIP 11.
 AUTO LIABILITY AND GENERAL LIABILITY: COUNTY OF SANTA BARBARA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE NAMED ADDITIONAL INSURED PER ENDT ATTACHED.

CERTIFICATE HOLDER

COUNTY OF SANTA BARBARA
 GENERAL SERVICES DEPT.
 1105 SANTA BARBARA STREET
 Santa Barbara, CA 93101

CANCELLATION Ten Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ADVISE BY MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY MAIL TO THE ADDRESS OF THE POLICY~~
~~BY MAIL TO THE ADDRESS OF THE POLICY~~
 AUTHORIZED REPRESENTATIVE
Cori Lynn

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LIABILITY COVERAGE PART.

1. The following replaces the final paragraph of SECTION II. WHO IS AN INSURED, 1.:

However, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, limited liability company or trust that is not shown as a Named Insured in the Liability Coverage Part Declarations. This provision does not apply to you, for your participation in any past or present "unnamed joint venture", or if that person or organization is otherwise an insured under Paragraph 2. below.

2. The following is added to SECTION II. WHO IS AN INSURED, 2.:

Person Or Organization Required By Written Contract

Any person or organization that you agree to add as an insured under this Liability Coverage Part in a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal injury" or "advertising injury" is first committed, but only with respect to that person's or organization's liability arising out of "your work" for that person or organization.

However, such person or organization is not an insured with respect to any:

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" that does not arise out of:
- (a) Your negligence; or
 - (b) The negligence of another person or organization for whom you are liable;
- (2) "Bodily injury", "property damage", "personal injury" or "advertising injury" for which such person or organization has assumed liability

in a contract or agreement, except for liability for damages that such person or organization would have in the absence of the contract or agreement;

- (3) "Property damage" to:

- (a) Property owned, used or occupied by, or loaned or rented to, such person or organization;
- (b) Property over which such person or organization is for any purpose exercising physical control; or

- (c) "Your work" performed for the insured; or

- (4) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any architect's, engineer's or surveyor's rendering of, or failure to render, any "professional service", when such person or organization is an architect, engineer or surveyor.

3. The following is added to SECTION II. WHO IS AN INSURED:

"Unnamed Joint Venture"

You are an insured for your participation in any past or present "unnamed joint venture".

However, you are not an insured if the "unnamed joint venture" has:

- a. Direct employees; or
- b. Owns, rents, or leases any real or personal property.

No other member or partner, or their spouses, of any past or present "unnamed joint venture" is an insured.

4 The following replaces SECTION III. LIMITS OF LIABILITY, 2. b.:

- b. Will apply separately to the sum of all:
 - (1) Damages because of "bodily injury" and "property damage", under SECTION I. COVERAGE, A. Liability above; and
 - (2) Medical payments for "bodily injury", under SECTION I. COVERAGE, B. Medical Payments above;

arising out of each location listed in the Schedule of Premises or each of "your projects"; and

5. The following replaces SECTION IV. CONDITIONS, 5. "Other Insurance", a. Primary Insurance, (2):

(2) However, this insurance will be considered primary to, and non-contributory with, "other insurance" issued directly to a person or organization added as an additional insured under SECTION II. WHO IS AN INSURED, 2.:

(a) Paragraph h. Certain Additional Insureds By Contract or Agreement; or

(b) Persons Or Organizations Required By Written Contract;

if you specifically agree, in that written contract or agreement, that this insurance must be primary to, and non-contributory with, such "other insurance". This insurance will then be applied as primary insurance for damages for "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and that are incurred by such person or organization, and we will not share those damages with such "other insurance".

6. The following is added to SECTION IV. CONDITIONS, 5. "Other Insurance", b. Excess Insurance:

This insurance is excess over any "other insurance" whether primary, excess, contingent or on any other basis that is available to you for your participation in any past or present "unnamed joint venture".

7 The following is added to SECTION IV. CONDITIONS, 8. Transfer Of Rights of Recovery And Proceeds Against Others To Us:

However, we waive any right of recovery and proceeds we may have against any person or organization that is added as an additional insured under the Paragraph Person Or Organization Required By Written Contract of SECTION II. WHO IS AN INSURED, 2.:

- a. Because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of "your work" in ongoing operations or included in the "products-completed operations hazard"; and
- b. Performed under a written contract or agreement that is made before, and in effect when, the "bodily injury" or "property damage" occurs or the offense that causes the "personal injury" or "advertising injury" is committed; and
- c. You specifically agree in such written contract or agreement to waive those rights of recovery and proceeds for such person or organization.

8. The following are added to SECTION V. DEFINITIONS:

"Unnamed joint venture" means any joint venture in which you are a member or partner where:

- a. Each and every one of your co-ventures in that joint venture is an architectural, engineering or surveying firm; and
- b. That joint venture is not named in the Liability Coverage Part Declarations.

"Your premises" means any premises, site, or location owned or occupied by, or rented to, you.

"Your project":

- a. Means any premises, site or location at, on, or in which "your work" is not yet completed; and
- b. Does not include "your premises" or any location listed in the Schedule of Premises.

All other terms of your policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name of Person or Organization:

COUNTY OF SANTA BARBARA, ITS OFFICERS, EMPLOYEES AND AGENTS

- A. WHO IS AN INSURED is amended to include as an "insured" the person or organization shown in the Schedule as an Additional Insured. The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured which may be imputed to the Additional Insured. However, the naming of the person or organization shown in the Schedule as an Additional Insured does not increase or alter the Limit of Insurance nor the scope of coverage of this policy.
- B. EXCLUSIONS
- This Insurance does not apply to:
1. "Bodily injury" or "property damage" for which the Additional Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. But this exclusion does not apply to liability for damages that the Additional Insured would have in the absence of the contract or agreement.
 2. "Bodily or "property damage" arising out of the use of your "products" or work you performed for the Additional Insured.
 3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the Additional Insured.
 - b. Property in the care custody or control of the Additional Insured for any purpose of exercising physical control.
 - C. Any coverage provided by this policy shall be excess only, over any other valid and collectible insurance which would apply in the absence of this policy. However, this policy shall not be excess over any policy written as specific excess.