

ARTICLE I. ENGINEER'S SERVICES

City hereby retains Engineer as an independent contractor, and Engineer, at Engineer's sole cost and expense, and to the satisfaction of City and Federal Aviation Administration, shall perform all necessary services to accomplish the work desired by the City of Visalia to be assigned to Engineer in connection with the design and construction at the Visalia Municipal Airport of projects such as strengthening or constructing runways, taxiways, aprons, and roads; and construction of drainage systems, airfield lighting and signing systems, and tee hangars. Only those projects being designated in Supplemental Services Agreements between City and Engineer shall be subject to the terms of this General Services Agreement. Fees shall be specified in each specific Supplemental Services Agreement.

ARTICLE II. DUTIES OF ENGINEER

A. ENGINEER shall undertake the work covered by this Agreement and supplements thereto at such time as he is authorized to do so by City and shall diligently prosecute each project to completion at the predetermined progress schedule established by the parties for each project. No work shall be undertaken by Engineer under this Agreement or supplement until Engineer is specifically authorized in writing by City's authorized representative, who is the General Manager.

B. Engineer's services hereunder may include one or more of the following services, as required by the City:

1. Planning studies
2. Topographic surveys
3. Soil tests and pavement evaluation studies
4. Preparation of applications for State and Federal aid
5. Environmental studies
6. Special engineering studies, including drainage, structural, paving, etc.

7. Preliminary engineering studies, designs and cost estimates
8. Engineering design, including complete construction plans and specifications, as-built plans, and final engineer's reports
9. Periodic engineering inspection and surveillance of project required during construction
10. Resident engineering, testing and inspection during construction
11. All engineering consultation required by City.

C. ENGINEER shall perform all Master Plan Studies in conformance with Federal, State and City requirements. All studies shall be coordinated with appropriate local, State and Federal agencies. Engineer shall prepare for and make all required presentations at specified public hearings pertaining to the Plan.

D. Engineering drawings shall be made on standard-sized sheets subject to the approval of City. All original drawings shall remain the property of the Engineer; however, transparent Mylar copies of each drawing shall be provided by Engineer to City at no cost to City. All drawings will be prepared on AutoCad and all specifications will be prepared on Microsoft Word. CDs with all computer files will be provided by Engineer at no cost to City.

E. ENGINEER shall furnish complete plans and specifications for all work covered by this Agreement and supplements thereto in typewritten form. With the plans and specifications for each project, Engineer shall prepare and submit to City the estimate of the construction quantities and cost of the respective project together with a detailed Engineer's Report that clearly identifies all design features.

F. ENGINEER shall provide consultation and advice to City during the bidding, and to City and contractors to whom construction contracts are awarded during the construction of each project, and shall check all submittals and working drawings prepared and used by contractors on such projects.

G. ENGINEER shall coordinate all of his activities on behalf of City hereunder with City's duly authorized representative and shall be available when required for consultation and review during the construction of each project.

H. ENGINEER shall prepare all change orders and supplemental agreements as required for each project subject to review and approval by City.

I. ENGINEER shall provide to City final record drawings and a final engineer's report after the construction of each respective project.

J. All work and services provided by Engineer under this Agreement and supplements thereto shall be done to the complete satisfaction of City and of representatives of Federal or State agencies involved.

ARTICLE III. DUTIES OF CITY

A. City shall provide all pertinent existing City data concerning the Visalia Municipal Airport.

B. Whenever any item of service set forth in Article I hereof is completed by Engineer and submitted to City for approval, City shall review the item and, if satisfactory, shall approve the same. If unsatisfactory, City shall inform Engineer in writing of the changes or revisions necessary to acquire City's approval.

C. City shall obtain all necessary rights of entry to enable Engineer to enter upon public and private property, if required, in the performance of its services under this agreement.

D. City shall provide space on the airport property for a temporary field laboratory.

ARTICLE IV. MISCELLANEOUS PROVISIONS

A. It is understood and agreed by and between the parties hereto that Engineer, in the performance of this agreement, shall act as and be an independent contractor and not an employee of City.

B. City may, from time to time, request changes in the scope of work of Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of Engineer's compensation, which are mutually agreed upon by and between City and Engineer, shall be incorporated in written amendments to this agreement.

C. Engineer represents that he/she has or will secure at his/her expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with City.

All of the services required hereunder will be performed by Engineer or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. Only those personnel specified in Engineer's response may be utilized for the work without the express written consent of City.

D. Engineer shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of City thereto, provided, however, that claims for money due to or to become due Engineer from City under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

E. Approval of Consultants or Subcontractors

The City shall have the right to approve any engineering consultants or subcontractors retained by Engineer in connection with the performance of Engineer's services and duties under this agreement, and such consultants or subcontractors must be approved by the Airport Manager before they are retained by the Engineer. It is understood and agreed by and between the parties hereto that such right of approval shall in no way lessen, limit or otherwise affect the duties or obligations of Engineer hereunder or the services to be performed by Engineer hereunder.

Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this agreement.

F. Audit of Engineer's Records

The books, papers, records of Engineer and structural, mechanical and electrical engineers or any other consultants retained by Engineer, insofar as they relate to charges for services, or are in any way connected with the work herein contemplated, shall be open at all reasonable times to inspection and audit by the agents and authorized representatives of City. Said records shall be retained for a minimum of three (3) years after completion of services.

G. Written Notice

All reports and documents which are required to be furnished to City by Engineer and any other writing Engineer desires to give to City shall be delivered to the Airport Manager in person or by depositing them in the United States mail, postage prepaid, addressed to:

City of Visalia
Mario Cifuentez
Airport Manager
9501 Airport Drive
Visalia, CA 93277

Any notices or other writings which City desires or is required to give or furnish to Engineer under this agreement may be delivered by delivering same to Engineer in person or by depositing same in the United States mail, postage prepaid, addressed to:

REINARD W. BRANDLEY
6125 KING ROAD, SUITE 201
LOOMIS, CALIFORNIA 95650

The effective date of such written notice shall be the date of personal delivery of such notice or the date of deposit of the same in the United States mail. The address to which any notice or other writings may be delivered may be changed upon written notice by such party as above provided.

H. Ownership of Documents

All documents prepared by Engineer are required to be furnished to City, and shall be the property of City. Engineer reserves right to maintain copy of said documents for his file. Subject to the California Public Records Act, all of the reports, information, data, etc., prepared or assembled by the Engineer under this Agreement are confidential, and the Engineer agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Engineer will maintain security and confidentiality of all reports, information, data, drawings, etc.

All documents prepared by Engineer pursuant to this agreement are instruments of service in respect to the project. Except for as-built drawings, they are not intended or represented to be suitable for reuse by City or others. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's sole risk and City will hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom. Except for as-built drawings, any such verification or adoption will entitle Engineer to further compensation at rates to be agreed upon in writing by City and Engineer.

I. Indemnification of City

Engineer is skilled in the professional calling necessary to the services and duties agreed to be performed by Engineer, and City relies upon the skills and knowledge of Engineer. Engineer shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of Engineer's caliber in the State of California. Engineer agrees to indemnify and defend District, its officers and employees against any and all claims, damages or liability arising out of or resulting in any way from the work performed under this agreement to the extent of the result of negligence, error or omission by Engineer, its officers, agents or employees and acceptance of said service and duties by City shall not operate as a waiver of such right of indemnification.

J. Insurance Requirements

Without limiting City's right to indemnification, it is agreed that Engineer shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement insurance coverage as follows:

1. Workers' compensation insurance as required by California statutes.
2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractors's Liability (if applicable.)
3. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles, and shall be provided by a business automobile policy.

City's Risk Manager is hereby authorized to modify the requirements set forth above in the event the Risk Manager determines that such modification is in the City's best interest.

Each insurance policy required by this Agreement shall contain the following clause:

"This insurance shall not be canceled, limited, in scope or coverage, or nonrenewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 425 E. Oak Visalia, CA 93291."

In addition, the commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

"The City of Visalia, its officers, agents, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."

Prior to commencing any work under this Agreement, Engineer shall deliver to City evidence of coverage confirming the existence of the insurance required by this Agreement, including the applicable clauses referenced above. City has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies City may have, if Engineer fails to provide or maintain any insurance policies or policy endorsements to the extent required herein, City may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; or
2. Order Engineer to stop work under this Agreement and/or withhold any payment(s) which become due to Engineer hereunder until Engineer demonstrates compliance with the requirements hereof; or

3. Terminate this Agreement.

K. Engineer shall comply with all applicable laws, ordinances and codes of the Federal, State and local governments and Engineer shall save City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this agreement due to Engineer's negligence.

L. Conflict of Interest

Engineer and Engineer's agents, employees or subcontractors shall at all times and in all actions taken in performance of this contract adhere to applicable California law.

M. Hazardous Materials and Waste/Soil Borings

In the event this agreement directly or indirectly involves the study or handling of hazardous or potentially hazardous material or waste, the clauses set forth in Appendix A are applicable.

N. City shall have the right to assign specific projects at the Visalia Municipal Airport to other planners, architects, or engineers without affecting the terms of this Agreement. Engineer shall not assign, delegate, or transfer the rights and duties under this Agreement without the written consent of City.

O. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon City and Engineer, respectively, and their successors, assigns, and legal representatives. Neither City nor Engineer shall have the right to assign, transfer or sublet its interest or obligation hereunder without written consent of the other party.

P. In the event of any litigation to enforce the provisions of this AGREEMENT, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees as fixed by the court. Any litigation to enforce or interpret the provisions of this AGREEMENT or the parties' rights and liabilities arising out of this AGREEMENT or the

performance hereunder shall be maintained only in the courts in the County of Tulare California. Engineer hereby expressly waives any right to remove any action to a county other than Tulare County as permitted pursuant to Section 394 of the California Code of Civil Procedure.

ARTICLE V. ENGINEER'S FEE

ENGINEER shall be compensated for engineering services rendered hereunder as provided in each Supplemental Services Agreement hereinafter executed.

ARTICLE VI. PAYMENT OF FEES

As full payment for all work and services to be provided by Engineer hereunder, City shall make payments to Engineer at the times and in accordance with the rates and procedures set forth in each supplemental agreement. Engineer shall submit to City an itemized statement of work completed during the preceding month. The amount due under such statements shall be due and payable within 45 days after its submission if City finds the bills correct and if the services described therein have been performed pursuant to the terms of this agreement.

ARTICLE VII. CANCELLATION OF AGREEMENT OR SUSPENSION OF WORK

City may cancel this agreement at any time, upon seven (7) days written notice to Engineer, and Engineer agrees to cease all work under this agreement not later than the effective date of such notice.

In the event of cancellation of this agreement by City, Engineer shall receive full compensation for all services and duties performed by Engineer, and for all costs incurred in connection therewith, not later than 45 days after date of cancellation a sum of money to be determined as follows:

A. Engineer shall be entitled to retain any payments which may have been made to Engineer prior to said cancellation.

B. For work on items of service on which a proceed order has been issued by City but which has not been fully completed and approved for which payment is not yet due, Engineer will be paid, provided the work rendered is to City's satisfaction and is approved by City, an amount of money equal to the time and material expended for such service under the current Engineer's fee schedule for such compensation so long as such payment does not result in exceeding the maximum compensation under this agreement.

C. Remedies. In the event Engineer breaches any provision of the Agreement as amended and fails to commence and diligently pursue to completion the cure of such breach within ten (10) days following written notice from City, City shall have the right to suspend the Agreement pending the cure or other resolution of such breach, or to terminate the Agreement, or to pursue all other rights or remedies available by law, including but not limited to an action for damages for breach of contract. The damages for which consultant shall be liable shall include the reasonable costs incurred by City to complete the project to the extent such costs exceed the amount payable to Engineer under the Agreement. The exercise of any remedy provided in the Agreement shall not be a waiver of any consistent remedy provided by law and the provision in the Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

The Engineer will, upon cancellation of this agreement pursuant to this Article, submit to City any of the work completed or partially completed as specified in this agreement.

ARTICLE VIII. AFFIRMATIVE ACTION

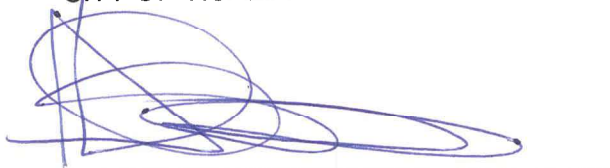
In the event the scope of work contemplated in this agreement is subject to the requirements of the President's Executive Order 11246 (or any amendment thereto or any executive order superseding said Order) and the rules and requirements promulgated pursuant to said Order, all of which shall be hereinafter referred to as "Executive Order", Engineer shall comply with such Executive Order. Engineer shall comply with the City's DBE goal for each project.

ARTICLE IX. FEDERAL CONTRACT PROVISIONS

Procurement and Contracting Under AIP - Federal Contract Provisions are attached in Appendix B and are made a part of this agreement.

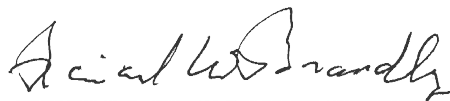
IN WITNESS WHEREOF, the parties hereto have executed this agreement the date first hereinabove set forth.

CITY OF VISALIA

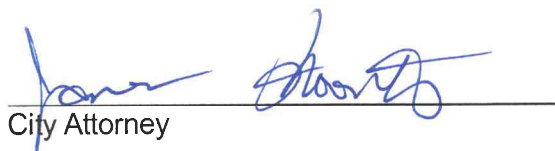


City Manager

CONSULTANT



Reinard W. Brandley, P.E.
Consulting Airport Engineer



City Attorney



Risk Manager



Project Manager

Attachments:

- Appendix A – Hazardous Materials and Hazardous Waste Clauses
- Appendix B – Procurement and Contracting Under AIP – Federal Contract Provisions