



Public Client

PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT made and entered into, by and between Atkins North America, Inc. (Atkins) and the Client identified herein, provides for the Professional Services described under Item 2 of this Agreement.

CLIENT: TRUCKEE TAHOE AIRPORT DISTRICT

PHONE NUMBER: 530-587-4540

ADDRESS: 10356 TRUCKEE AIRPORT ROAD
TRUCKEE, CA 96161

FAX NUMBER: 530-587-4117

PROJECT NUMBER:

SHORT TITLE: TRK PAVEMENT RECONSTRUCTION AT HANGAR ROWS J & K

1. DESCRIPTION OF PROJECT SITE:

TRUCKEE TAHOE AIRPORT

2. SCOPE OF SERVICES TO BE PROVIDED BY ATKINS (If additional pages are necessary, they are identified as Attachment A):

CONSTRUCTION MANAGEMENT SERVICES DURING THE CONSTRUCTION OF THE PROJECT. SERVICES WILL BE PERFORMED ON A TIME AND EXPENSE BASIS NOT TO EXCEED \$56,400. SEE ATTACHMENT C FOR A DETAILED BREAKDOWN OF THE FEE PROPOSAL.

3. THE COMPENSATION TO BE PAID ATKINS for providing the requested services shall be (If additional pages are necessary, they are identified as Attachment B):

- Direct personnel expense plus a surcharge of _____%, plus reimbursable costs.*
A Lump-Sum charge of \$ _____, plus out-of-pocket expenses.*
Unit Cost/Time Charges identified in Attachment B, plus reimbursable costs.*
Other - See Attachment B.

* See explanation under Item 5 below.

4. IF ATKINS's SERVICES UNDER THIS AGREEMENT ARE DELAYED for reasons beyond Atkins' control, the time of performance shall be adjusted appropriately. Except where the services provided are under a continuous service contract for more than one year, if the services under this Agreement are delayed for a period of more than one (1) year from the beginning date (as above provided), the fees shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

IN WITNESS WHEREOF, this Agreement is accepted on the date written above and subject to the terms and conditions above stated. (SIGN WITH BALL POINT PEN)

CLIENT: TRUCKEE TAHOE AIRPORT DISTRICT

ATKINS NORTH AMERICA, INC.

SIGNED:

SIGNED:

TYPED NAME: KEVIN SMITH

TYPED NAME:

TITLE: GENERAL MANAGER

TITLE: VICE PRESIDENT

DATE:

DATE:

5. **COMPENSATION:** Direct personnel expense shall be defined as: the cost of salaries and fringe benefit costs related to vacation, holiday, and sick leave pay; contributions for Social Security, Workers' Compensation Insurance, retirement benefits, and medical and insurance benefits; unemployment and payroll taxes; and other allowed benefits of those employees directly engaged in the performance of the requested service.

Reimbursable costs include: fees of Professional Associates (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual costs plus an administrative charge of 18% and shall be itemized and included in the invoice.

Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing Company rate, long distance telephone calls, courier, printing and reproduction costs, and survey supplies and materials. In the event the requested service involves the use of electronic measuring equipment, computers, plotters, and other special equipment such as boats, swamp buggies, etc., an additional direct charge shall be made for the use of this equipment. It is understood and agreed that ATKINS' services under this Agreement are limited to those described in Item 2 hereof (and Attachment A, if applicable) and do not include participation in or control over the operation of any aspect of the project. Compensation under this Agreement does not include any amount for participating in or controlling any such operation.

6. **INVOICE PROCEDURES AND PAYMENT:** ATKINS shall submit invoices to the Client for work accomplished during each calendar month. For services provided on a Lump Sum basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby ATKINS will estimate the percentage of the total work (provided on a Lump Sum basis) accomplished during the invoicing period. Monthly invoices shall include, separately listed, any charges for services for which time charges and/or unit costs shall apply. Such invoices shall also include, separately listed, any charges for Professional Associates and reimbursable costs. Such invoices shall be submitted by ATKINS as soon as possible after the end of the month in which the work was accomplished and shall be due and payable by the client upon receipt.

The Client, as owner or authorized agent for the owner, hereby agrees that payment as provided herein will be made for said work within 30 days from the date the invoice for same is mailed to the Client at the address set out herein or is otherwise delivered, and, in default of such payment, hereby agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. The Client hereby acknowledges that unpaid invoices shall accrue interest at the maximum retailed by law after they have been outstanding for over 30 days. ATKINS reserves the right to suspend all services on the Client's project without notice if an invoice remains unpaid 45 days after date of invoice. This suspension shall remain in effect until all unpaid invoices are paid in full.

It is understood and agreed that ATKINS's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental Agreement may be negotiated between the Client and ATKINS describing the services desired and providing a basis for compensation to ATKINS.

7. **COST ESTIMATES:** Client hereby acknowledges that ATKINS cannot warrant that any cost estimates provided by ATKINS will not vary from actual costs incurred by the Client.
8. **LIMIT OF LIABILITY:** The limit of liability of ATKINS to the Client for any cause or combination of causes shall be, in total amount, limited to the fees paid under this Agreement.
9. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are provided during the construction phase of the project, ATKINS shall not be responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work; nor shall ATKINS be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.
10. **INSURANCE:** ATKINS shall at all times carry Workers' Compensation insurance as required by statute; commercial general liability insurance including bodily injury and property damage; automobile liability coverage; and professional liability coverage. Insurance certificates will be provided to the Client upon request. Client agrees to require that ATKINS be named as an additional insured on insurance coverages provided by contractors on the project.
11. **ASSIGNMENT:** Neither the Client nor ATKINS will assign or transfer its interest in this Agreement without the written consent of the other.
12. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT:** In the event the project described in Attachment A, or the services of ATKINS called for under this Agreement, is/are suspended, cancelled, terminated or abandoned by the Client, ATKINS shall be given seven (7) days prior written notice of such action and shall be compensated for the professional services provided up to the date of suspension, termination, cancellation or abandonment in accordance with the provisions of this Agreement for all work performed up to the date of suspension, termination, cancellation or abandonment, including reimbursable expenses.
13. **ENTIRETY OF AGREEMENT:** This writing, including attachments and addenda, if any, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing signed by both parties hereto.
14. **DOCUMENTS:** Any reuse by the client or others of documents and plans that result from ATKINS' services under this agreement shall be at the Client's or others' sole risk without liability to ATKINS.
15. **WAIVER:** Any failure by ATKINS to require strict compliance with any provision of this contract shall not be construed as a waiver of such provision, and ATKINS may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
16. **DISPUTE RESOLUTION:** If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorneys' fees. The parties mutually agree that a similar dispute resolution clause will be contained in all other contracts executed by Client concerning or related to this contract and all subcontracts executed by ATKINS.
17. **HAZARDOUS WASTE, MATERIALS OR SUBSTANCES:** Unless otherwise specifically provided in this Agreement, ATKINS shall not be responsible for or have control over the discovery, presence, handling, removal, transport or disposal of hazardous waste, materials or substances in any form on the project site.
18. **GOVERNING LAW:** This Agreement shall be governed by and construed according to the laws of the State where the situs of the work is located.
19. **LIMITED COPYRIGHT LICENSE:** ATKINS grants Client a paid-up, non-transferable, non-exclusive license to make or have made copies of any copyrightable materials delivered under this Agreement and specifically marked by ATKINS as "Reproduction Authorized".
20. **INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of ATKINS, its successors and assigns unless licensed or assigned by ATKINS pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual property including without limitation all inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyrights in drawings, computer programs, architectural works and in all other original works of authorship.

ATTACHMENT A
SCOPE OF SERVICES

The ENGINEER agrees to provide required engineering and related services for the OWNER's PROJECT. The services to be provided are as follows:

A. CONSTRUCTION MANAGEMENT SERVICES

During the construction of the Project, it will be necessary to provide contract administration, inspection, and materials testing. It is anticipated that the following tasks will be required during the construction of the project:

1. The ENGINEER shall attend and conduct a pre-construction conference. The ENGINEER shall prepare minutes of the pre-construction conference.
2. The ENGINEER shall review and approve, for conformance with the design concept, all required material submittals furnished by the Contractor.
3. The ENGINEER shall provide quality assurance materials testing to ensure compliance with the plans and specifications at the testing frequency established by the specifications for the contract period called for in the contract documents.
4. The ENGINEER shall verify finished grade for subgrade and the aggregate base course conform to the planned elevations, within allowed tolerances.
5. The ENGINEER shall interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in the construction by the Contractor.
6. The ENGINEER shall provide general engineering review of the work of the Contractor as construction progresses to ascertain that the Contractor is conforming to the design concept.
7. The ENGINEER shall attend and conduct periodic construction meetings with representatives of the contractor and the Owner during the construction period.
8. The ENGINEER shall cooperate and work closely with the representatives of the Federal Aviation Administration and the OWNER.
9. The ENGINEER shall review the Contractor's application for progress and final payments and, when approved, submit same to the OWNER for payment.
10. The ENGINEER shall prepare any necessary contract change orders for approval by the OWNER on a timely basis.
11. The ENGINEER shall provide contract administration during the project.
12. The OWNER will provide daily inspection of the work.

13. The ENGINEER shall conduct a final inspection of the project with the FAA, the OWNER and the Contractor. The ENGINEER shall note deficiencies in the construction and shall direct the Contractor to correct the deficiencies.
14. The ENGINEER shall provide to the OWNER a final engineer's report and a set of record drawings for the completed project.
15. The ENGINEER shall revise the Airport Layout Plan to show the project as existing.

**ATTACHMENT B
2011 HOURLY RATE FEE SCHEDULE**

OFFICE PERSONNEL

| | |
|-----------------------------|--------------|
| Project Principal | \$200.00/hr. |
| Group Manager | 170.00/hr. |
| Environmental Group Manager | 125.00/hr |
| Project Manager | 150.00/hr. |
| Associate Project Manager | 140.00/hr. |
| Project Engineer | 110.00/hr. |
| Staff Engineer | 100.00/hr. |
| Scientist/Planner II | 85.00/hr |
| Scientist/Planner I | 65.00/hr |
| Designer | 75.00/hr. |
| Intern | 45.00/hr. |
| Senior Clerical | 75.00/hr. |
| Clerical | 55.00/hr. |
| Project Controls | 150.00/hr. |
| Hydrologist | 120.00/hr |

SURVEY PERSONNEL

| | |
|--------------------------|---------------|
| Survey Group Manager | \$160.00/hr. |
| Survey Project Manager | \$120.00/hr. |
| Senior Survey Technician | \$90.00/hr. |
| Survey Technician | \$80.00/hr. |
| 1 Person Survey Crew | \$105.00/hr.* |
| 2 Person Survey Crew | \$180.00/hr.* |

** Survey crew rates include all standard survey equipment*

CONSTRUCTION INSPECTION PERSONNEL

| | |
|--------------------------|---------------|
| Construction Manager | \$140.00/hr. |
| Sr. Inspector | \$100.00/hr. |
| Sr. Inspector (Overtime) | \$135.00/hr. |
| Inspector's Truck | \$1,500/month |
| Inspector's Phone | \$100/month |

EQUIPMENT

| | |
|----------------------------------|------------|
| Mileage | \$0.51/mi. |
| Photocopies (8-1/2" x 11" B&W) | 0.04/page |
| Photocopies (8-1/2" x 11" Color) | 0.21/page |
| Photocopies (11" x 17" B&W) | 0.08/page |
| Photocopies (11" x 17" Color) | 0.32/page |
| 22"x34" B&W Prints | 3.00/sheet |
| Mylar 10.00/sheet | |

OUTSIDE SERVICES

Cost + 10%

NOTES:

Time spent on projects in litigation, in depositions and providing expert testimony will be charged at the standard rate times 1.5.

Personnel rates shown in the above fee schedule apply to project charges during calendar year 2011. On January 1st of each subsequent year, labor rates invoiced on projects may be increased to reflect annual cost of labor increases not to exceed 5%.

ATTACHMENT "C"

TRUCKEE TAHOE AIRPORT

PAVEMENT RECONSTRUCTION AT HANGAR ROWS J & K

AIP No. 3-06-0262-26

ENGINEERING SERVICES FEE ESTIMATE

18-Apr-11

A. CONSTRUCTION MANAGEMENT SERVICES

Provide construction management during the construction of the project to ensure conformance with the plans and specifications. The contract period will be 56 calendar days or 8 weeks.

1. PRE-CONSTRUCTION CONFERENCE

Attend and conduct a pre-construction conference in Truckee and prepare minutes of the meeting.

| | | | | |
|-----------------|------|---------|---------------|----------------|
| Group Manager | 4.0 | hrs. @ | \$170 /hr. = | \$680 |
| Staff Engineer | 4.0 | hrs. @ | \$100 /hr. = | 400 |
| Senior Clerical | 4.0 | hrs. @ | \$75 /hr. = | 300 |
| Mileage | 90.0 | miles @ | \$0.51 /mi. = | 46 |
| | | | | <u>46</u> |
| | | | | <u>\$1,426</u> |

2. SUBMITTAL REVIEW

Review material submittals and shop drawings for the project.

| | | | | |
|-----------------|-----|--------|--------------|----------------|
| Group Manager | 1.0 | hrs. @ | \$170 /hr. = | \$170 |
| Staff Engineer | 8.0 | hrs. @ | \$100 /hr. = | 800 |
| Senior Clerical | 2.0 | hrs. @ | \$75 /hr. = | 150 |
| | | | | <u>150</u> |
| | | | | <u>\$1,120</u> |

3. MATERIALS TESTING

Perform field and laboratory testing during construction. Materials testing will be performed in accordance with the specifications to provide quality assurance.

| | | | | |
|----------------------------------|--|--|--|-----------------|
| Construction Materials Engineers | | | | <u>\$25,900</u> |
| | | | | <u>\$25,900</u> |

4. GRADE CONTROL

Verify that the subgrade and aggregate base course conforms to planned elevations.

The contractor is responsible for providing construction stakes during the construction of the project.

Assume one field trip for subgrade and one field trip for the aggregate base course. Also assume the survey crew will remain onsite to re-check grades for any necessary adjustments from the initial grade check.

| | | | | |
|----------------------------|------|--------|--------------|----------------|
| Professional Land Surveyor | 2.0 | hrs. @ | \$120 /hr. = | \$240 |
| Senior Survey Technician | 2.0 | hrs. @ | \$85 /hr. = | 170 |
| 2-man Survey Crew | 16.0 | hrs. @ | \$170 /hr. = | 2,720 |
| | | | | <u>2,720</u> |
| | | | | <u>\$3,130</u> |

5. CONTRACT ADMINISTRATION

Provide contract administration during the project. Assume an average 4-hours per week for the Group Manager and 8-hours per week for the Staff Engineer during a 8-week construction period. Assume weekly construction meetings for the Staff Engineer including a final inspection (9 trips). Assume bi-weekly meetings during construction by the Group Manager including a final inspection (5 trips). Assume site visits at 6 hours and roundtrip mileage equal to 90 miles.

| | | | |
|----------------|--------------|---------------|------------------------|
| Group Manager | 62.0 hrs. @ | \$170 /hr. = | \$10,540 |
| Staff Engineer | 118.0 hrs. @ | \$100 /hr. = | 11,800 |
| Mileage | 810 miles @ | \$0.51 /mi. = | <u>413</u> |
| | | | <u><u>\$22,753</u></u> |

6. CONSTRUCTION INSPECTION

The TTAD will provide inspection during this project.

| |
|-------------------|
| <u>\$0</u> |
| <u><u>\$0</u></u> |

7. ELECTRICAL CONSTRUCTION ADMINISTRATION AND INSPECTION

There are no electrical improvements on this project.

| |
|-------------------|
| <u>\$0</u> |
| <u><u>\$0</u></u> |

8. RECORD DRAWINGS, FINAL REPORT, UPDATE ALP, AND PROJECT CLOSEOUT

Prepare record drawings, the final report, update the ALP to show the project as existing, and closeout the project.

| | | | |
|---------------------------------|-------------|--------------|-----------------------|
| Group Manager | 2.0 hrs. @ | \$170 /hr. = | \$340 |
| Staff Engineer | 16.0 hrs. @ | \$100 /hr. = | 1,600 |
| Prints, copies, telephone, etc. | | | <u>131</u> |
| | | | <u><u>\$2,071</u></u> |

CONSTRUCTION MANAGEMENT TOTAL **\$56,400**

FAA Share 95% \$53,580

Sponsor's Share 5% \$2,820