

**David Ford Consulting Engineers, Inc.****AGREEMENT FOR SERVICES # AGMT 04-663  
Amendment I**

**THIS AMENDMENT I** to that Agreement for Services # AGMT 04-663 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and David Ford Consulting Engineers, Inc., a corporation duly qualified to conduct business in the State of California, whose mailing address is P. O. Box 188529, Sacramento, California 95818, and whose principal place of business is 2015 J Street, Suite 200, Sacramento, CA 95814, (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, Consultant has been engaged by County to assist its Department of Transportation in providing hydrologic and hydraulic engineering services pursuant to Agreement for Services # AGMT 04-663, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 04-663 to clarify the Task Order requirements, amending **ARTICLE I Scope of Services**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 04-663 to extend the expiration date of May 17, 2007 for one (1) additional one (1) year term, amending **ARTICLE II Term**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 04-663 to increase the not-to-exceed compensation amount of the Agreement by \$100,000, and to add a new fee schedule for the extended term of the Agreement, amending **ARTICLE III Compensation for Services** and adding **Exhibit C**; and

**WHEREAS**, the parties hereto desire to amend Agreements for Services # AGMT 04-663 to modify the requirements for progress reporting, amending **ARTICLE IV Progress Reports**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 04-663 to modify the ownership of data requirements, amending **ARTICLE VI Ownership of Data**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 04-663 to change one of County's notices recipients, amending **ARTICLE XV Notice to Parties**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 04-663 to modify the indemnity provision for services rendered after December 31, 2006, amending **ARTICLE XVI Indemnity**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 04-663 to update the insurance requirements, amending **ARTICLE XVII Insurance**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 04-663 to change County's Contract Administrator, amending **ARTICLE XXIV Contract Administrator**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 04-663 to include County's business license requirements, adding **ARTICLE XXVIII Business License**;

**NOW, THEREFORE**, County and Consultant mutually agree to amend the terms of the Agreement in this Amendment I to Agreement for Services # AGMT 04-663, to read as follows:

## **ARTICLE I**

### **Scope of Services:**

- A. Consultant agrees to furnish personnel and services required to assist County in providing hydrologic and hydraulic engineering services, including, but not limited to, preliminary and final hydrologic analysis and recommendations; preliminary and final hydraulic design; calculations and reports; alternatives and cost analyses, and other miscellaneous engineering services related to hydrology and hydraulic engineering. Design and analysis of storm water conveyance and storage facilities may be included in the services to be provided under this Agreement.
  
- B. Consultant's services are to be provided specifically in support of projects included in County's five-year Capital Improvement Program, and generally in support of other County activities as required. Before proceeding with any work under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders to be issued in accordance with this Agreement. The specific services for each assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, subconsultants (if required), any task-related mileage budget, if applicable, and any necessary permits on a task-by-task basis. Following the meeting, Consultant shall provide the Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates and a target completion date for the overall scope of work and a not-to-exceed cost to complete the work (Task Order), which shall require written approval, authorization and written notification to proceed from the County's Contract Administrator, prior to commencement of the work. No payment will be made for any work performed prior to approval of the Task Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order.

Consultant shall provide the Contract Administrator with the names and titles of Consultant's representatives that are authorized to bind Consultant by signing Task

Orders and Task Order Amendments on Consultant's behalf. Consultant's notification of individuals authorized to execute Task Orders and Task Order Amendments on Consultant's behalf shall be communicated to County in accordance with the provisions of Article XV, Notice to Parties of this Agreement.

The period of performance for Task Orders shall be in accordance with dates specified in each Task Order. No payment will be made for any work performed before or after the period of performance in the Task Order, unless County's Contract Administrator and Consultant amend the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Contract amount.

- C. If a submittal is required to be an electronic file, Consultant shall produce the file in Microsoft Word 2003, Microsoft Excel 2003 and other engineering software used for analytical purposes. Where Consultant produces drawings as a part of a Task Order, they shall be produced in AutoCAD Land Development Desktop 2i or latest release. Newer versions of software may be used if approved by the County's Contract Administrator. Failure to submit the requested deliverables in the format required shall be grounds for termination of the Agreement, as provided in Article XIII, Default, Termination, and Cancellation.

## **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire May 17, 2008.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, including all deliverables described in individual Task Orders, County agrees to pay Consultant within thirty (30) days following County receipt and approval of itemized invoices and progress reports detailing services rendered.

For the purposes hereof, for the period beginning May 17, 2005 and continuing through May 17, 2007 the billing rates shall be in accordance with Exhibit A, marked "Fee Schedule," incorporated herein and made by reference a part hereof. Exhibit A provides for the reimbursement of travel and mileage expenses in accordance with County's Travel Policy.

For the period beginning May 18, 2007 and continuing through May 17, 2008, the billing rates shall be in accordance with Exhibit C, marked "Extended Fee Schedule," incorporated herein and made by reference a part hereof. The hourly labor rates indicated in Exhibit C are subject to a five percent (5%) increase effective January 1, 2008. Exhibit C provides for the reimbursement of mileage expenses only. Beginning May 18, 2007, Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, etc.) will not be reimbursed for any services performed under this Agreement. Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred.

The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless County's Contract Administrator and Consultant amend the Task Order.

The total amount of this Agreement, as amended, inclusive of all costs, expenses and Task Orders shall not exceed \$182,500.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number, the County-supplied work order number and Task Order number both on their faces and on any enclosures or back-up documentation. Consultant shall bill County for only one Task Order per invoice. Consultant shall attach a copy of each notification to proceed required under the provisions of Article I, Scope of Services, and copies of any progress reports required under the provisions of Article IV, Progress Reports, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667  
Attn: Administration Division – Accounts Payable

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth in Article XIII, Default, Termination, and Cancellation.

#### **ARTICLE IV**

**Progress Reports:** Upon issuance of a Task Order, Consultant shall submit progress reports to the Contract Administrator at intervals that are commensurate with the requirements of the tasks and the items of work being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once a month. The reports shall be sufficiently detailed for the Contract Administrator, or designee, to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by the Contract Administrator and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by the Contract Administrator. Separate detail shall be provided for each ongoing Task Order. Progress reports shall include the total number of hours worked by Consultant and shall include descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period and the anticipated tasks, work and deliverables

proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

**ARTICLE VI**

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services provided under this Agreement.

**ARTICLE XV**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado  
Department Of Transportation  
2850 Fairlane Court  
Placerville, California

Attn.: James W. Ware,  
Deputy Director  
Transportation Planning and  
Land Development

With a Copy to:

County of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Tim C. Prudhel,  
Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

David Ford Consulting Engineers, Inc.  
P. O. Box 188529  
Sacramento, California 95818

Attn.: David T. Ford,  
President

or to such other location as Consultant directs.

## **ARTICLE XVI**

**Indemnity:** For services rendered pursuant to this Agreement for the period commencing with the effective date of the Agreement and continuing through December 31, 2006, the following provision shall apply:

Consultant shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which are claimed to or in any way arise out of or are connected with Consultant's negligent services, negligent operations, or negligent performance hereunder, except for the sole or active negligence of the County, its officers and employees, or as expressly prohibited by statute. This duty of Consultant to indemnify and save County harmless expressly includes the duties to defend set forth in California Civil code Section 2778.

For services rendered pursuant to this Agreement on or after January 1, 2007, the following provision shall apply:

To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

## **ARTICLE XVII**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional

services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.

- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
  - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. In addition, should Consultant's services be required on tasks involving funding from the California Tahoe Conservancy, Consultant agrees to additionally name the California Tahoe Conservancy, its officers, officials, employees, and volunteers as additional insured, but only insofar as the operations under this Agreement are concerned. No work shall be performed on any task or project involving California Tahoe Conservancy funding until Consultant has provided County with acceptable evidence that Consultant has complied with the requirements of this provision. This provision shall apply to all liability policies except Workers' Compensation and professional liability insurance policies.
- I. Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials,

employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

**ARTICLE XXIV**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is James W. Ware, Deputy Director, Transportation Planning and Land Development, Department of Transportation, or successor.

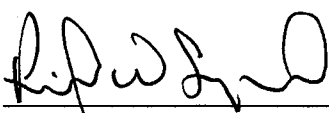
The Agreement is further amended to add the following Article:

**ARTICLE XXVIII**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of the County Business License Ordinance during the term of this Agreement.

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 04-663 shall remain unchanged and in full force and effect.

**Requesting Department Concurrence:**

By:   
Richard W. Shepard, P.E.  
Director of Transportation

Dated: 4-6-07



**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment I to Agreement for Services # AGMT 04-663 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

**-- COUNTY OF EL DORADO --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_


Board of Supervisors  
"County"

Attest:  
Cindy Keck  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- DAVID FORD CONSULTING ENGINEERS, INC. --**

By:   
David T. Ford  
President  
"Consultant"

Dated: 4/12/07

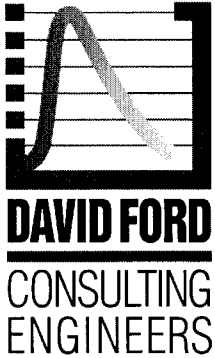
By:   
Lynn P. Cannady  
Corporate Secretary

Dated: 4/12/07

# David Ford Consulting Engineers, Inc.

## Exhibit C

### Extended Fee Schedule



David Ford Consulting Engineers, Inc.  
PO Box 188529  
Sacramento, CA 95818  
2015 J Street, Suite 200  
Sacramento, CA 95814  
Ph. 916.447.8779  
Fx. 916.447.8780

### Fee schedule - Effective May 18, 2007\*

<b>Hourly labor rate</b>	Principal engineer	\$186.99
	Senior hydrologic engineer	137.69
	Hydrologic engineer / project engineer	115.35
	Computer system analyst	141.02
	Hydrologist / geographer	79.05
	Project coordinator	67.91
	Administrative assistant	60.13
<b>Expenses</b>	Automobile mileage	See notes below**
	Photocopies	
	8 ½ x 11	0.06/page
	11 x 17	0.13/page
	Color 8 ½ x 11	0.91/page
	Color 11 x 17	1.81/page
	Long distance telephone	0.16/minute
	Other direct costs	actual cost + 11%

**Notes** Time spent in appearances at courts or quasi-judicial state or federal boards and commissions is billed at \$350 per hour for principals, \$200 per hour for registered engineer staff, and \$150 per hour for other staff.

Permit fees, processing fees, bonds, etc. are the client's responsibility.

David Ford Consulting Engineers, Inc. is not liable for damages caused by delays in performance that may arise due to events beyond the firm's reasonable control.

\*All hourly labor rates are subject to an annual increase of 5% effective January 1, 2008.

\*\* Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred.