

**Y & C Transportation Consultants, Inc.
Traffic Engineering and Signal Design Services**

**AGREEMENT FOR SERVICES # AGMT 04-644
Amendment II**

THIS AMENDMENT II to that Agreement for Services # AGMT 04-644 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 Y & C Transportation Consultants, Inc., a corporation duly qualified to conduct business in the State of California, whose address is 3250 Ramos Circle, Sacramento, California 95827, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to assist its Department of Transportation (hereinafter referred to as "DOT") with traffic engineering and signal design services pursuant to Agreement for Services # AGMT 04-644 and Amendment I to # AGMT 04-644, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-644 to revise the scope of work and to clarify the Task Order provision, amending **ARTICE I Scope of Services**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-644 to extend the expiration date of December 31, 2006 to December 31, 2007, amending **ARTICLE II Term**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-644 to increase the compensation for services by \$100,000 and to include a revised fee schedule for the extended term of the Agreement, amending **ARTICLE III Compensation for Services** and adding **Exhibit C, Revised Fee Schedule**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-644 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 04-644 to change County's contract administrator, amending **ARTICLE XXIV Contract Administrator**;

NOW, THEREFORE, County and Consultant mutually agree to amend the terms of the Agreement in this Amendment II to Agreement for Services # AGMT 04-644, to read as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel and services necessary to assist the DOT by providing traffic engineering and signal design services for various operational and safety improvement projects on the West Slope.

Services shall include, but not be limited to, the following tasks:

- Reviewing traffic signal, lighting, signing, striping, and traffic control plans, specifications, and estimates (PS&E) prepared by other consultants.
- Preparing traffic signal, lighting, signing, striping and traffic control PS&E to support El Dorado County DOT's capital improvement projects.
- Providing consultation to DOT staff during construction of traffic signal, lighting, signing, striping and traffic control systems.
- Preparing traffic operations analyses to support roadway designs.

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. 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 design 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 each meeting, Consultant shall provide the Contract Administrator with a written scope of work, a schedule and a not-to-exceed cost to complete the work (Task Order), which shall require written approval, authorization and notification to proceed from the Contract Administrator, prior to commencement of the work. No payment will be made for any work performed prior to approval of the written Task Order.

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 after the period of performance in the Task Order, unless County's Contract Administrator and Consultant's Project Manager 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.

Consultant shall attach a copy of each notification to proceed, as backup documentation, to any invoices submitted for payment under the terms of this Agreement. Copies of notices attached to invoices shall reflect Consultant's charges for the specific support or review services billed on those invoices.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire December 31, 2007.

ARTICLE III

Compensation for Services: For services provided herein, including all deliverables described in the individual Task Orders issued pursuant to this Agreement, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) and progress reports detailing services rendered. For the purposes hereof, the billing rates for the period of May 17,

2005 through December 31, 2006 shall be in accordance with Exhibit A, marked "Fee Schedule," incorporated herein and made by reference a part hereof. The billing rates for the period of January 1, 2007 through December 31, 2007 shall be in accordance with Exhibit C, marked "Revised Fee Schedule," incorporated herein and made by reference a part hereof.

Mileage expenses shall be paid in accordance with the County's Travel Policy (No. D-1), Section 5.b., attached hereto as Exhibit B, marked "Board of Supervisors Policy," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$240,000, inclusive of all expenses.

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 95667

With a Copy To:
County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

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

Attn.: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Y & C Transportation Consultants, Inc.
3250 Ramos Circle
Sacramento, California 95827

Attn.: Daniel Yau, President

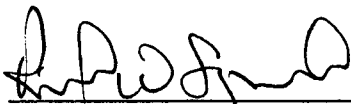
or to such other location as Consultant directs.

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.

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 04-644 and Amendment I to # AGMT 04-644 shall remain unchanged and in full force and effect.


Requesting Department Concurrence:

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

Dated: 10/20/06

IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement for Services # AGMT 04-644 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: 
JAMES R. SWEENEY
Board of Supervisors
"County"

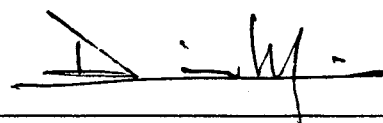
Dated: 12/5/06

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 12/5/06

-- Y & C TRANSPORTATION CONSULTANTS, INC. --

By: 
Daniel Yau
President and Corporate Secretary
"Consultant"

Dated: 10/26/06

Y & C Transportation Consultants, Inc.
Exhibit C
Revised Fee Schedule

Engineer XII	\$210/hr
Engineer XI	\$200/hr
Engineer X	\$190/hr
Engineer IX	\$175/hr
Engineer VIII	\$160/hr
Engineer VII	\$145/hr
Engineer VI	\$130/hr
Engineer V	\$120/hr
Engineer IV	\$110/hr
Engineer III	\$95/hr
Engineer II	\$85/hr
Engineer I	\$75/hr
Technician IV	\$65/hr
Technician III	\$55/hr
Technician II	\$45/hr
Technician I	\$40/hr
Clerk III	\$55/hr
Clerk II	\$45/hr
Clerk I	\$40/hr

The above billing rates are applicable from January 1, 2007 through December 31, 2007.

MISCELLANEOUS COSTS

Reimbursables (Printing and Materials, Express Mail and Delivery Expenses, Film Expenses, Filing Fees, Parking and Field Expenses) will be billed at cost.

Mileage expenses shall be paid in accordance with County's Travel Policy (No. D-1), Section 5b, attached hereto as Exhibit B, marked "Board of Supervisors Policy," incorporated herein and made by reference a part hereof.