

**Fehr & Peers Associates, Inc.
Transportation Planning & Traffic Engineering Services**

**AGREEMENT FOR SERVICES # AGMT 04-721
Amendment III**

THIS AMENDMENT III to that Agreement for Services # AGMT 04-721 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 Fehr & Peers Associates, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 100 Pringle Avenue, Suite 600, Walnut Creek, California 94596, and whose local office is located at 2990 Lava Ridge Court, Suite 200, Roseville, California 95661, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide transportation planning and engineering services for the Department of Transportation pursuant to Agreement for Services # AGMT 04-721 and Amendment I and Amendment II to AGMT 04-721, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-721 to clarify the Task Order requirements, amending **ARTICLE I Scope of Services**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-721 to extend the expiration date of February 15, 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 04-721 to increase the compensation for services 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 E**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-721 to modify the indemnity provision for services rendered after December 31, 2006, amending **ARTICLE XV Indemnity**; and

WHEREAS, the parties hereto desire to amend Agreement for Services #AGMT 04-721 to add a requirement for progress reports, adding **ARTICLE XXVIII Progress Reports**;

NOW, THEREFORE, County and Consultant mutually agree to amend the terms of the Agreement in this Amendment III to Agreement for Services # AGMT 04-721, to read as follows:

ARTICLE I

Scope of Services: Consultant agrees to furnish personnel, subconsultants and services necessary to assist the Department of Transportation in providing traffic planning services

associated with the General Plan, in assisting with traffic impact fee services in support of the General Plan implementation efforts, in reviewing traffic reports for discretionary applications and with designing and/or reviewing traffic signal designs and other traffic engineering improvements for on-going projects administered by the Department of Transportation. Services may include, but not be limited to, design and/or review of traffic model forecasts, level of service studies, traffic impact studies, traffic signal designs, transportation system management plans and congestion management plans.

Consultant's review of traffic impact studies shall produce, at a minimum, a transmittal letter to County staff summarizing the review findings. The transmittal letter shall be provided in hard copy and in electronic format compatible with County's software (Microsoft Word). Turnaround time for traffic impact study review shall not be more than two weeks. Should Consultant be unable to meet the required turnaround time relative to a specific review, Consultant agrees to notify the Contract Administrator within five (5) days of receipt of the plans, of any additional time necessary to complete the review.

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), and any task-related mileage budget, if applicable, 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 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 XIV, 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.

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. Newer versions of software may be used if approved by the County Contract Administrator or designee. Failure to submit the requested deliverables in the format required shall be grounds for termination of the Agreement, as provided in Article XIII.

All of the tasks included in this Article are the responsibility of Consultant. Consultant shall be responsible for the supervision, administration and work performed by any subconsultants for services rendered under this Agreement.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire February 15, 2008.

ARTICLE III

Compensation for Services: For services provided herein including all deliverables required under the Task Orders described in Article I, Scope of Services, County agrees to pay Consultant monthly in arrears. Payment shall be made 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 February 15, 2005 and continuing through February 15, 2007, the billing rates shall be in accordance with Exhibit A, marked "Hourly Billing Rates," incorporated herein and made by reference a part hereof.

For the period beginning February 16, 2007 and continuing until February 15, 2008, the billing rates shall be in accordance with Exhibit E, marked "Hourly Billing Rates, 02/16/07 – 02/15/08," incorporated herein and made by reference a part hereof.

Mileage expenses, if applicable, 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.

Subconsultant services, if any are authorized herein, shall be invoiced at Consultant's cost for the services rendered. Any invoices that include subconsultant costs shall be accompanied by backup documentation to substantiate Consultant's cost for the subconsultant services being billed.

The total amount of this Agreement, as amended, inclusive of all costs and Task Orders and inclusive of all work of subconsultants and expenses shall not exceed \$700,000.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-provided 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 XXVIII, 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.

ARTICLE XV

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:

To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County, its officers, employees, agents and representatives from and against any and all claims, actions, losses, injuries, damages and liability for damages, demands, actions, costs, penalties and expenses of every name, kind and description, including litigation costs and attorneys' fees 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, operation, or performance. This duty of Consultant to indemnify and save the County harmless 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.

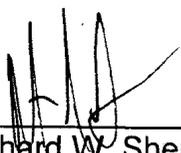
The Agreement is further amended to add the following Article:

ARTICLE XXVIII

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 any authorized subconsultants 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.

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 04-721 and Amendments I and II to AGMT 04-721 shall remain unchanged and in full force and effect.

Requesting Department Concurrence:

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

Dated: 1-23-07

IN WITNESS WHEREOF, the parties hereto have executed this Amendment III to Agreement for Services # AGMT 04-721 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: _____

-- FEHR & PEERS ASSOCIATES, INC. --

By: _____
Alan Telford
Its Principal and Vice President
"Consultant"

Dated: _____