

Stantec Consulting Inc.

**AGREEMENT FOR SERVICES # AGMT 04-607
Amendment III**

THIS AMENDMENT III to that Agreement for Services # AGMT 04-607 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 Stantec Consulting Inc., an Arizona corporation duly qualified to conduct business in the State of California, whose corporate headquarters address is 8211 South 48 Street, Phoenix, Arizona 85044, and whose local office address is 2590 Venture Oaks Way, Sacramento, California 95833, (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to assist its Department of Transportation (hereinafter referred to as "Department") with planning, design, project management and project delivery services for erosion control and water quality projects in the Tahoe Basin in conjunction with the Department's Environmental Improvement Program pursuant to Agreement for Services # AGMT 04-607, Amendment I to AGMT 04-607 and Amendment II to AGMT 04-607, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-607 to include the most recent Scope of Services and task requirements, amending **ARTICLE I Scope of Services**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-607 to extend the expiration date of December 31, 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 04-607 to include the most current invoices requirements, amending **ARTICLE III Compensation**, and to add a new fee schedule for the extended term of the Agreement, adding **Exhibit C Amended Fee Schedule**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-607 to clarify the requirements for Progress Reports, amending **ARTICLE V Progress Reports**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-607 to include County business license requirements, adding **ARTICLE XXXII Business License**;

NOW, THEREFORE, County and Consultant mutually agree to amend the terms of the Agreement in this Amendment III to Agreement for Services # AGMT 04-607, to read as follows:

ARTICLE I

Scope of Services:

- A. Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, materials, subconsultants, vehicles, and equipment necessary to perform various engineering tasks to assist the Department's Tahoe Engineering Division (TED) staff in delivering Environmental Improvement Program (EIP) projects and to assist with programmatic needs when requested. Tasks may include, but are not limited to, engineering design, project management, project delivery, mapping, construction support, surveying, materials testing, environmental services necessary to implement EIP projects in the Tahoe Basin, hydrology and hydraulic calculations, developing and overseeing monitoring plans for design criteria and/or Best Management Practices (BMP) effectiveness, and slope/soil stabilization and revegetation.

Upon County's request, Consultant agrees to furnish a senior-level project manager to function as staff augmentation for the Department's TED. Said project manager shall work at the Department's TED office in South Lake Tahoe, California, approximately one day per week based on a mutually agreeable schedule. Services shall include, but not be limited to, those tasks assigned by County's Contract Administrator, or designee, such as attending project-related staff meetings, creating project delivery schedules and estimates, coordinating and facilitating project development team meetings, meeting with partner agencies to manage the project delivery, and/or managing other consultants under contract with County. Consultant shall provide a laptop computer, as necessary to perform these services.

- B. 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), project-related travel hours and 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 to complete each task, 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 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.

Funding from various local, state and federal sources may be utilized to fund certain assignments to be performed under this Agreement and as a consequence, the requirements (other than those incorporated herein below) of the funding agencies related to those grants will be incorporated into the provisions of the specific Task Orders issued for those assignments.

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 the 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'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.

- C. If a submittal is required to be an electronic file, Consultant shall produce the file in Microsoft Word 2003, Microsoft Excel 2003, software that is compatible with Primavera P3e/c™, and other engineering software used for analytical purposes. Newer versions of software may be used if approved by County's Contract Administrator. Where Consultant produces drawings as a part of a Task Order, they shall be produced in AutoCAD Land Development Desktop 2i or latest release. Failure to submit the requested deliverables in the format required shall be grounds for termination of the Agreement, as provided in Article XIV. County releases Consultant from any liability arising from modifications to electronic files made by County or its agents and for reuse of the files for any purpose other than the purpose for which the files were originally intended.
- D. County is working with the Tahoe Regional Planning Agency to develop a project management system that utilizes Primavera P3e/c™ software. If the work to be performed under a Task Order is scheduled to take six months or longer to complete, Consultant shall prepare, manage, and maintain a critical path schedule (including Work Breakdown Structure) for that Task Order, based on a standard template to be provided by County, in a form that is compatible with the aforementioned project management system and software. This critical path schedule shall include a deliverables schedule, as well as other relevant data needed for Consultant's work control and County's review of work status. The relevant data shall include a list of activities with budgeted costs and a target completion date for each. The total budgeted costs shall not exceed the amount agreed to in the Task Order. If the work to be performed under a Task Order is scheduled to take less than six months, Consultant shall prepare a work plan, including a listing of tasks with milestone completion dates, a not-to-exceed cost and a target completion date for the overall Task Order.

County shall review and approve functions through County's Contract Administrator at key points, as specified in each Task Order. Milestone reviews shall be performed for the specific products and deliverables listed in each Task Order. Milestones may only be changed by agreement between County's Contract Administrator and Consultant's Project Manager.

- E. The County of El Dorado shall cooperate with Consultant by providing the following information requested, where possible, in connection with this Agreement:

1. Transparencies and AutoCAD files regarding the projects, produced by or in possession of County, documentation, mapping, calculations or other materials in its files that would be of assistance to Consultant in performing the services.
 2. Interface between Consultant and other County departments.
 3. A project number and task code for each assignment.
- F. In addition to the time spent working at the TED office in South Lake Tahoe, Consultant's Project Manager shall also be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within 24 hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, subconsultants and operations, including, but not limited to:
1. Assigning qualified personnel to perform the required Task Order work.
 2. Reviewing, monitoring, training and directing Consultant's personnel and subconsultants.

All of the tasks included in this Article are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant for services referenced in this Article.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire December 31, 2008.

ARTICLE III

Compensation for Services:

- A. For services provided herein, including all deliverables described in the individual Task Orders, and including the progress reports required by Article V, Progress Reports below, County agrees to pay Consultant within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rates shall be in accordance with Exhibit A, marked "Fee Schedule," incorporated herein and made by reference a part hereof. Pursuant to Exhibit A, adjusted rates effective January 1, 2005 through December 31, 2007 are included herewith as Exhibit A-1, marked "Revised Fee Schedule," incorporated herein and made by reference a part hereof. In accordance with the provisions of Exhibit A and Exhibit A-1, rates shall be adjusted each January 1st by a factor of 3% upwards. Exhibit A-1 indicates rates for 2005 through 2007, inclusive of the 3% increases.

For the purposes hereof, for the period of January 1, 2008 through December 31, 2008, the billing rates shall be in accordance with Exhibit C, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof.

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

The total amount of this Agreement, as amended, inclusive of all costs, expenses and Task Orders shall not exceed \$3,982,000.

- B. Mileage Expenses: Mileage expenses shall be paid in accordance with Section C of this Article III and 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.
- C. For project-related Task Orders, County agrees to pay for travel hours and mileage expenses, based on an approved budget in accordance with Article I, Section B. For staff augmentation services, Consultant is expected to report to DOT's TED office in South Lake Tahoe, California, or directly to a construction project site, as applicable, based on a mutually agreeable schedule and will not be compensated for travel hours or mileage expenses. Travel costs (i.e., overnight lodging, meals, parking, etc.) will not be reimbursed for any services performed under this Agreement.
- D. Itemized invoices shall follow the format specified by County and shall reference this Agreement Number and project title, and shall include County's 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 copies of any progress reports required under the provisions of Article V, 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.

ARTICLE V

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 per month. The reports shall be sufficiently detailed for the Contract Administrator 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.

The Agreement is further amended to add the following Article:

ARTICLE VIII

Business License: The County 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 prior to beginning work under this Agreement and at all times during the term of this Agreement.

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 04-607, Amendment I to AGMT 04-607 and Amendment II to AGMT 04-607 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: _____

Robert S. Slater
Deputy Director, Engineering

Dated: _____

Requesting Department Concurrence:

By: _____

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

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment III to Agreement for Services # AGMT 04-607 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: _____ Dated: _____
Deputy Clerk

-- STANTEC CONSULTING INC. --

By: _____ Dated: _____
Dan Tomie
Vice President
"Consultant"

By: _____ Dated: _____
Corporate Secretary