

**Stantec Consulting Inc.  
As-Needed Planning and Design Review Services**

**AGREEMENT FOR SERVICES # AGMT 05-789  
Amendment I**

**THIS AMENDMENT I** to that Agreement for Services # AGMT 05-789 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 the Department of Transportation with planning and design services necessary for project development pursuant to Agreement for Services # AGMT 05-789, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-789 to extend the expiration date of April 18, 2006, for one (1) additional one (1) year term, amending **ARTICLE II Term**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-789 to continue to use the existing billing rates for the extended term of the Agreement, amending **ARTICLE III Compensation for Services**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-789 to change the title of one of County's notices recipients, amending **ARTICLE XII Notice to Parties**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-789 to change the title of County's Contract Administrator, amending **ARTICLE XXI Administrator**;

**NOW, THEREFORE**, County and Consultant mutually agree to amend the terms of the Agreement in this Amendment I to Agreement for Services #AGMT 05-789, to read as follows:

**ARTICLE II**

**Term:** The Agreement shall become effective when fully executed by the parties hereto and shall expire April 18, 2007.

**ARTICLE III**

**Compensation for Services:** For services provided herein, 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) detailing services rendered. For the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "El Dorado County Rate Schedule," incorporated herein and made by reference a part hereof. Notwithstanding the heading on Exhibit B that states, "Schedule of Billing Rates – 2005/2006," the billing rates indicated in Exhibit B shall be effective throughout the entire term of this Agreement as amended.

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

The total amount of this Agreement shall not exceed \$60,000, inclusive of all expenses.

**ARTICLE XII**

**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:

With a Copy to:

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

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:

Stantec Consulting Inc.  
2590 Venture Oaks Way  
Sacramento, California 95833

Attn.: Michael O'Hagan,  
Managing Principal, Urban Land

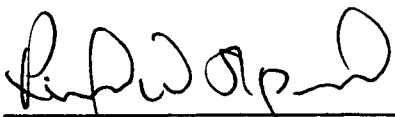
or to such other location as Consultant directs.

**ARTICLE XXI**

**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 05-789 shall remain unchanged and in full force and effect.

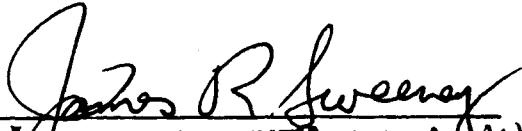
**Requesting Department Concurrence:**

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

Dated: 4/3/00

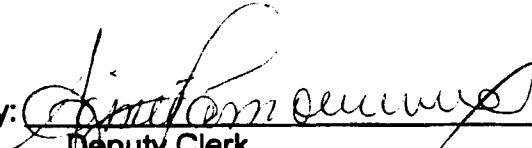
IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement for Services # AGMT 05-789 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--COUNTY OF EL DORADO--

By:   
**JAMES R. SWEENEY, CHAIRMAN**  
Board of Supervisors  
"County"

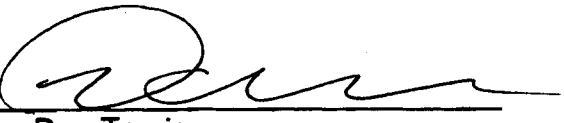
Dated: 04/18/06

Attest:  
Cindy Keck  
Clerk of the Board of Supervisors


By:   
Deputy Clerk

Dated: 04/12/06

--STANTEC CONSULTING INC.--

By:   
Dan Tomie  
Vice President  
"Consultant"

Dated: April 10/06

By:   
Corporate Secretary  
*Michael J. Stocombe*

Dated: April 5, 2006