

7/18/06 Copy to Jimmy

ENTRIX, Inc.

As-Needed Planning, Design and Project Management Services**AGREEMENT FOR SERVICES # AGMT 03-503
Amendment I**

THIS AMENDMENT I to that Agreement for Services # AGMT 03-503 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 ENTRIX, Inc., a Texas corporation duly qualified to conduct business in the State of California, whose mailing address is 5252 Westchester, Suite 250, Houston, Texas 77005; and whose local office address is 7919 Folsom Boulevard, Suite 100, Sacramento, California 95826, (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, Consultant has been engaged by County to assist the Department of Transportation on an as-needed basis with planning, design, project management, and project delivery services for erosion control/water quality projects in the Tahoe Basin in conjunction with the Environmental Improvement Program pursuant to Agreement for Services # AGMT 03-503, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 03-503 to extend the expiration date of March 29, 2006 to December 31, 2007 amending **ARTICLE II Term**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 03-503 to increase the compensation for services by \$2,000,000.00; to include Consultant's current Fee Schedule; and to change the address to which invoices shall be mailed, amending **ARTICLE III Compensation for Services**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 03-503 to change County's Notice to Parties recipient, amending **ARTICLE XV Notice to Parties**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 03-503 to change the Contract Administrator, amending **ARTICLE XXV Contract Administrator**;

NOW, THEREFORE, County and Consultant mutually agree to amend the terms of the Agreement in this Amendment I to Agreement for Services # AGMT 03-503, to read as follows:

The Agreement is amended such that all references to the "Tahoe Engineering Unit" (TEU) shall now read, "Tahoe Engineering Division" (TED).

ARTICLE II

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

ARTICLE III

Compensation for Services:

- A. For services provided herein, including all deliverables described in the individual Task Orders, 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 rate shall be in accordance with Exhibit A, marked "Fee Schedule," incorporated herein and made by reference a part hereof. Pursuant to Exhibit A, which was effective through January 31, 2005, adjusted rates effective February 1, 2005 through January 31, 2006 are included herewith as Exhibit A-1, marked "Schedule of Fees," 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 February 1st by a factor equal to the annual average change in the Consumer Price Index (all items) – Urban Wage Earners and Clerical Workers: Western Region. In no instance shall the rates be adjusted by a factor of more than five percent (5%). Each year, Consultant shall submit a new Fee Schedule as soon as new rates are available or by January 15th, which shall require approval by County's Contract Administrator, prior to using the new rates on February 1st. 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's Project Manager amend the Task Order.

The total amount of this Agreement, as amended, shall not exceed \$2,500,000, inclusive of all work of subconsultants and expenses.

- B. **Mileage Expenses:** Mileage expenses, if applicable, 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, 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 project number and task code, both on their face and on any enclosures or back-up documentation. Invoices shall be mailed to the Contract Administrator at the following address:

County of El Dorado
Department of Transportation
Tahoe Engineering Division
924 B Emerald Bay Road
South Lake Tahoe, California 96150

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
924 B Emerald Bay Road
South Lake Tahoe, California 96150

Attn.: Steve P. Kooyman,
Acting Supervising Civil Engineer

or to such other location as County directs.

With a Copy to:

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

Attn: Tim C. Prudhel,
Contract Services Officer

Notices to Consultant shall be addressed as follows:

ENTRIX, Inc.
7919 Folsom Boulevard, Suite 100
Sacramento, California 95826

Attn.: Paul Wisheropp, Project Manager

or to such other location as Consultant directs.

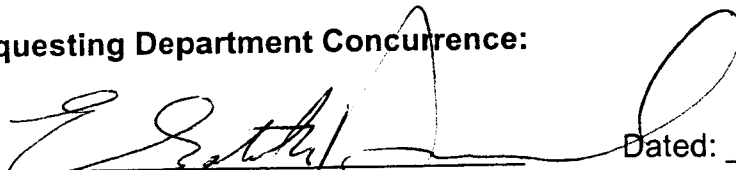
ARTICLE XXV

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Steve P. Kooyman, Acting Supervising Civil Engineer, Department of Transportation, or successor.

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 03-503 shall remain unchanged and in full force and effect.

Requesting Department Concurrence:

By:



Elizabeth B. Diamond
Interim Director
Department of Transportation

Dated:

4-18-05

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement for Services # AGMT 03-503 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: Charlie Paine
CHARLIE PAINE, CHAIRMAN
Board of Supervisors
"County"

Dated: 4/26/05

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: Stephan Tyler
Deputy Clerk

Dated: 4/26/05

--ENTRIX, INC.--

By: Dan D. Taylor
Dan D. Taylor
President/CEO
"Consultant"

Dated: 4/14/05

By: Doug Zell
Corporate Secretary

Dated: 4/14/05

ENTRIX, Inc.

Exhibit A-1

Schedule of Fees

PERSONNEL	Technician	\$67
	Project Assistant	70
	Assistant Staff Scientist/Engineer	72
	Project Coordinator	77
	Computer/Production Specialist	80
	Staff Scientist	90
	CADD/Staff Engineer	92
	Senior Staff Scientist	103
	Senior Staff Engineer	113
	Engineering Designer	118
	Project Scientist	128
	Project Engineer	133
	Senior Project Scientist/Engineer	152
	Senior Consultant 1	169
	Senior Consultant 2	190
	Senior Management Consultant	210

EXPENSES

Communication costs of three percent (3%) of total professional labor billings will be charged in lieu of the actual cost of long distance and cellular telephone costs, pager costs, postage costs, facsimile costs, routine black-and-white copying (less than 500 pages), incidental office supplies, and personal computer usage. Non-routine black-and-white copies will be charged at \$0.15 per page. All in-house color copies will be charged at \$.75 per page. Use of a vehicle will be reimbursed in accordance with the Agreement and Exhibit B. Travel costs (i.e., overnight lodging, meals, parking, etc.) will not be reimbursed for any services performed under this Agreement. Subconsultants, as approved by the Contract Administrator, will be billed at cost plus five percent (5%) and in accordance with Article I, Section B, of this Agreement, where the Contract Administrator authorizes an approved Task Order and not-to-exceed cost for each task. All other costs identifiable to an assignment will be charged at cost plus five percent (5%).

CONDITIONS

ENTRIX, Inc. specifies that our services are performed, within the limits prescribed by our Clients, with the usual thoroughness and competence of the environmental consulting profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, or reports.

This Fee Schedule is effective through January 31, 2006. Thereafter, rates shall be adjusted each February 1st by a factor equal to the annual average change in the Consumer Price Index (all items) – Urban Wage Earners and Clerical Workers: Western Region. In no instance shall the rates be adjusted by a factor of more than 5%. Each year, ENTRIX, Inc. shall submit a new Fee Schedule as soon as new rates are available or by January 15th, which shall require approval by County's Contract Administrator, prior to using the new rates on February 1st.

Sh
2006-1-15

2006 SCHEDULE OF FEES
County of El Dorado

PERSONNEL	Technician	\$69 ✓
	Project Assistant	72 ✓
	Assistant Staff Scientist/Engineer	74 ✓
	Project Coordinator	79 ✓
	Computer/Production Specialist	82 ✓
	Staff Scientist	93 ✓
	CADD/Staff Engineer	95 ✓
	Senior Staff Scientist	106 ✓
	Senior Staff Engineer	116 ✓
	Engineering Designer	121 ✓
	Project Scientist	132 ✓
	Project Engineer	137 ✓
	Senior Project Scientist/Engineer	156 ✓
	Senior Consultant 1	174 ✓
	Senior Consultant 2	196 ✓
	Senior Management Consultant	216 ✓

EXPENSES Communication costs of three percent (3%) ✓ of total professional labor billings will be charged in lieu of the actual cost of long distance and cellular telephone costs, pager costs, postage costs, facsimile costs, routine black-and-white copying (less than 500 ✓ pages), incidental office supplies, and personal computer usage. Non-routine black-and-white copies will be charged at \$0.15 ✓ per page. All in-house color copies will be charged at \$.75 ✓ per page. Use of a vehicle will be reimbursed in accordance with the Agreement and Exhibit B. ✓ Travel costs (i.e., overnight lodging, meals, parking, etc.) will not be reimbursed for any services performed under this Agreement. ✓

Subconsultants, as approved by the Contract Administrator, will be billed at cost plus five percent (5%) ✓ and in accordance with Article I, Section B, of this Agreement, where the Contract Administrator authorizes an approved Task Order and not-to-exceed cost for each task. All other costs identifiable to an assignment will be charged at cost plus five percent (5%) ✓.

CONDITIONS ✓ ENTRIX, Inc. specifies that our services are performed, within the limits prescribed by our Clients, with the usual thoroughness and competence of the environmental consulting profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, or reports.

✓ This Fee Schedule is effective through January 31, 2007. Thereafter, rates shall be adjusted each February 1st by a factor equal to the annual average change in the Consumer Price Index (all items) – Urban Wage Earners and Clerical Workers: Western Region. In no instance shall the rates be adjusted by a factor of more than 5%. Each year, ENTRIX, Inc. shall submit a new Fee Schedule as soon as new rates are available or by January 15th, which shall require approval by County's Contract Administrator, prior to using the new rates on February 1st.