

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

ORIGINAL

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

THIS AMENDMENT III 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, Amendment I to AGMT 04-644, and Amendment II to AGMT 04-644, all of which are incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-644 to clarify the Task Order requirements, amending **ARTICLE I Scope of Services**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-644 to extend the expiration date of December 31, 2007 to June 30, 2008, amending **ARTICLE II Term**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-644 to clarify County's invoicing requirements and to add a new fee schedule for the extended term of the Agreement, amending **ARTICLE III Compensation for Services** and adding **Exhibit D, 2008 Fee Schedule**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-644 to modify the requirements for progress reporting, amending **ARTICLE IV, Progress Reports**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-644 to include County's business license requirements, adding **ARTICLE XXVIII, 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 04-644, 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 actual number of issues addressed, levels of service provided and associated levels of effort will vary depending on project conditions, means and methods employed, and the levels of support required by County as described in the individual Task Orders issued pursuant to this Agreement.

Before proceeding with any work under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders to be issued in accordance with this Agreement. 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, 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.

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 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 County's 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, Default, Termination, and Cancellation herein.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on June 30, 2008.

ARTICLE III

Compensation for Services: For services provided herein including all deliverables described in the Task Orders issued pursuant to this Agreement, and including the progress reports required in Article IV, Progress Reports, as amended, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices 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. The billing rates for the period of January 1, 2008 through June 30, 2008 shall be in accordance with Exhibit D, marked "2008 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. Any reimbursements for mileage will only be made if such expenses are included in the budget of an approved and fully executed Task Order issued pursuant to this Agreement.

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

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 backup 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 IV, Progress Reports, as amended, 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, Default, Termination, and Cancellation.

ARTICLE IV

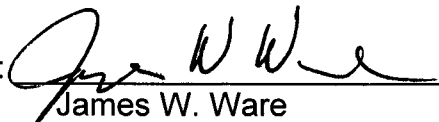
Progress Reports: Upon issuance of a Task Order, Consultant shall submit progress reports to the Contract Administrator at intervals that are commensurate with the requirements of the tasks and the items of work being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. The reports shall be sufficiently detailed for the Contract Administrator, 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 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.

ARTICLE XXVIII

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.

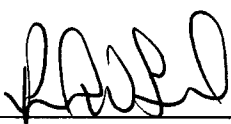
Except as herein amended, all other parts and sections of Agreement for Services # AGMT 04-644, Amendment I to AGMT 04-644, and Amendment II to AGMT 04-644 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

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

Dated: 16 Oct 07

Requesting Department Concurrence:

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

Dated: 10/16/07

IN WITNESS WHEREOF, the parties hereto have executed this Amendment III 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: _____

Dated: _____

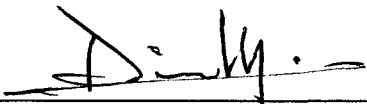
Board of Supervisors
"County"

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

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

By:  _____

Dated: 10/19/07

Daniel Yau
President and Corporate Secretary
"Consultant"

Exhibit D

2008 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 |

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 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.