

**Iteris, Inc.**

**AGREEMENT FOR SERVICES # AGMT 06-1281  
Amendment I**

**THIS AMENDMENT I** to that Agreement for Services # AGMT 06-1281 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 Iteris, Inc., a Delaware corporation duly qualified to conduct business in the State of California, whose principal place of business is 1515 South Manchester Avenue, Anaheim, California 92802, (hereinafter referred to as "Consultant");

**R E C I T A L S**

**WHEREAS**, Consultant has been engaged by County to assist its Department of Transportation in developing an Intelligent Transportation System Master Plan for El Dorado County, pursuant to Agreement for Services # AGMT 06-1281, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 06-1281 to extend the expiration date of June 30, 2007 to August 15, 2007, amending **ARTICLE II Term**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 06-1281 to revise the County's invoices recipient, amending **ARTICLE III, Compensation for Services**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 06-1281 to include the business license provision, adding **ARTICLE XXIX Business License**;

**NOW, THEREFORE**, County and Consultant mutually agree to amend the terms of the Agreement in this Amendment I to Agreement for Services # AGMT 06-1281, to read as follows:

**ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall expire August 15, 2007.

**ARTICLE III**

**Compensation for Services:**

- A. For services provided herein, including the progress reports required by Article IV herein and including all deliverables that are required under the Base Scope of Work and by any Task Orders issued, 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 "Fee

Schedule and Cost Proposal,” incorporated herein and made by reference a part hereof.

The total amount for services to be provided in accordance with Exhibit A hereto shall not exceed \$89,223 inclusive of all work of subconsultants and expenses.

The total amount for all Optional Tasks which may be assigned in accordance with this Agreement shall not exceed \$10,777, inclusive of all work of subconsultants and expenses. The not-to-exceed amount of each individual Task Order so assigned shall not exceed the amount specified in each Task Order.

The total amount of this Agreement, including all of the services detailed in Exhibits A and including any Optional Tasks which may be assigned, shall not exceed \$100,000 inclusive of all work of subconsultants and expenses.

- B. Mileage Expenses: Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Mileage reimbursement rates apply to Consultant and to any subconsultants authorized under this Agreement.
- C. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, etc.) will not be reimbursed for any services performed under this Agreement. Notwithstanding this section, reimbursement for rental car expenses only may be authorized by the Contract Administrator if use of a rental car provides the most economical and practical means of travel.
- 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, if applicable, both on their faces and on any enclosures or back-up documentation. Consultant shall attach copies of any progress reports required under the provisions of Article IV, 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 XXIX**

**Business License:** County's 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 # 06-1281 shall remain unchanged and in full force and effect.

**Requesting Department Concurrence:**

By: \_\_\_\_\_

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

Dated: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment I to Agreement for Services # AGMT 06-1281 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

**-- ITERIS, INC. --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Scott Carlson  
Associate Vice President  
"Consultant"

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Corporate Secretary