

**ENTRIX, Inc.**

**As-needed Planning, Design and Project Management Services**

**AGREEMENT FOR SERVICES # AGMT 03-503**

**THIS AGREEMENT**, made and entered 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; whose agent for service of process is C T Corporation System, 818 West Seventh Street, Los Angeles, California 90017; and whose local office address is 7919 Folsom Boulevard, Suite 100, Sacramento, California 95826, (hereinafter referred to as "Consultant");

**WITNESSETH**

**WHEREAS**, County has determined that it is necessary to obtain a consultant to assist its Department of Transportation (DOT) 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 (EIP); and

**WHEREAS**, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws; and

**WHEREAS**, County has determined that the provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Consultant mutually agree 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, on an as-needed basis for County's DOT, and shall provide and make available Consultant's own personnel, materials, subconsultants, vehicles, and equipment necessary to perform various engineering tasks to assist Tahoe Engineering Unit (TEU) staff in delivering 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, 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 DOT's TEU. Said project manager shall work at DOT's TEU 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 the Consultant and a County DOT representative to discuss the needs, applicable design standards, required deliverables, specific Consultant staff, subconsultants (if required), project-related travel hours and mileage budget, and any necessary permits on a task-by-task basis. Following the meeting, Consultant shall provide DOT with a scope of work, a schedule, and a not-to-exceed cost to complete the work (Task Order), which shall require approval, authorization, and notification to proceed from the 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.

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 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.

- C. If a submittal is required to be an electronic file, Consultant shall produce the file in Microsoft Word 2000, Microsoft Excel 2000, software that is compatible with Primavera P3e/c™, and other engineering software used for analytical purposes. 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.
- 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, or designee, 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 TEU 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 March 29, 2006.

### 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. 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 shall not exceed \$500,000, inclusive of all work of subconsultants and expenses.
- 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 TEU 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  
2850 Fairlane Court  
Placerville, California 95667

### ARTICLE IV

**Quality Control:** Consultant shall have a quality control plan in effect during the entire time work is being performed under this Agreement. Consultant shall provide County with a general overview of Consultant's quality control plan in the form of a written outline. Consultant shall also identify critical quality control reviews for the major deliverables within each Task Order schedule. The plan shall take into account the following:

1. The plan shall establish a process whereby calculations and plans are independently checked, corrected and back-checked, all draft and final reports are reviewed for accuracy, completeness, and readability before submittal, and

all job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate Task Order file.

2. Consultant is responsible for the accuracy and completeness of all data, plans, specifications and estimates prepared by Consultant under this Agreement and shall check all such material accordingly.
3. Consultant is responsible for a detailed review of design components and related details, and the accuracy with which such designs are depicted on the plans and the details.
4. Plans, designs, estimates, calculations, reports and other documents furnished under each Task Order shall be of a quality acceptable to the County's Contract Administrator, or designee.
5. A design, estimate, calculation, report or other document furnished under each Task Order is of acceptable quality when it is neat in appearance, well-organized, technically and grammatically correct, and checked.
6. The minimum standard of appearance, organization, and content of the drawings and reports shall be that of similar types by County. County will provide examples to Consultant.
7. The page identifying the preparer of engineering reports, the title sheet for specifications, and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and the signature of the professional engineer(s) responsible for their preparation.
8. Consultant shall maintain a complete project file for each Task Order performed under this Agreement. This file shall be made available to the County's Contract Administrator, or designee, during normal County work hours and shall be transferred to County upon completion of work under the Task Order.

County's Contract Administrator, or designee, shall decide all questions pertaining to the quality or acceptability of deliverables furnished and work performed under this Agreement.

#### **ARTICLE V**

**Progress Reports:** Upon issuance of a Task Order, Consultant shall submit progress reports at an interval that is commensurate with the needs of the task(s) and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once a month. The reports shall be sufficiently detailed for the County's 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 problems encountered so remedies can be developed. Separate detail shall be provided for each ongoing Task Order. Progress reports shall

include the total number of hours worked by Consultant's and subconsultant's (if applicable) personnel commensurate with the standard template Work Breakdown Structure provided by County, and as modified by the needs of the specific Task Order(s).

#### **ARTICLE VI**

**License:** Consultant represents that it is duly licensed in good standing by the State of California to perform the services under this Agreement, and that Consultant shall maintain said license in good standing throughout the term of this Agreement.

#### **ARTICLE VII**

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, maps, specifications, and estimates, etc., produced as part of this Agreement will automatically be vested in County and no further agreement will be necessary to transfer ownership to County. Consultant shall furnish the County all necessary copies of data needed to complete the review and approval process.

#### **ARTICLE VIII**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in the Consultant's Project Manager, design team or subconsultants, which shall be established at the issuance of a Task Order, without prior written approval by County's Contract Administrator.

#### **ARTICLE IX**

**Consultant to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

#### **ARTICLE X**

**Confidentiality:** Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the County Department of Transportation for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or termination of this Agreement.

#### **ARTICLE XI**

**Assignment and Delegation:** Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract,

delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Notwithstanding this Article, County may, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in Article I, Scope of Services, for the particular tasks, work, and deliverables identified therein. Said approval and authorization shall be sought by Consultant prior to subconsultants' commencement of work in accordance with Article I, Section B. Notwithstanding any provision to the contrary, at no time shall County be obligated to pay separately for subconsultant services.

## **ARTICLE XII**

**Independent Consultant/Liability:** Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subconsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner, in accordance with good engineering practices, and shall be liable for its own negligence and negligent acts of its employees and subconsultants. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees or subconsultants.

## **ARTICLE XIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## ARTICLE XIV

### Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (Time to Cure), then such party shall be in default. The Time to Cure may be extended in the discretion of the party giving notice. Any extension of Time to Cure must be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the Time to Cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates, as set forth in the Notice of Termination provided to Consultant, and for such other services which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

## 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:

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



Attn.: Robert S. Slater, Deputy Director, Engineering

or to such other location as County directs.

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 XVI**

**Prevailing Wage:** County requires Consultant's services on public works project(s) involving local, state and/or federal funds to which prevailing wage requirements may apply. As a consequence, Consultant shall comply with all applicable state and federal prevailing wage rates, statutes, rules and regulations then in effect. In the event of conflict between applicable federal and state provisions, the higher prevailing wage rate will apply. Consultant shall use the general prevailing wage rates determined by the Director of Industrial Relations for the county in which the work is to be done, which are available at the offices of the District Director of Transportation for the district in which the work is situated. Changes, if any, to the general prevailing wage rates will be available at the same location. The federal minimum wage rates are determined by the United States Secretary of Labor and may be examined at the office described above. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

#### **ARTICLE XVII**

**Indemnity:** Consultant shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages, and liability for damages of every name, kind, and description, including attorneys' fees and costs incurred, brought for, or on account of, injuries to, or death of, any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with Consultant's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of County, its officers and employees, or as expressly provided by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

## ARTICLE XVIII

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional and is performing professional services under this Agreement, Professional Liability (for example, malpractice insurance) is required with a limit of liability not less than \$1,000,000 per occurrence.
- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least 30 days prior to said expiration date a new certificate of insurance evidencing insurance coverage, as provided for herein, for not less than the remainder of the term of the Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Risk Management Division, and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
  1. The insurer will not cancel the insured's coverage without 30-day prior written notice to County; and
  2. The County of El Dorado, its officers, officials, employees, and volunteers, and the California Tahoe Conservancy, its officers, officials, employees, and

volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except Workers' Compensation and professional liability insurance policies.

- I. Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to, and approved, by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with the Risk Management Division as essential for protection of County.

In addition, Consultant shall ensure that all subconsultants maintain adequate workers' compensation, liability, and professional liability insurance and shall provide County with proof of same.

#### **ARTICLE XIX**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Consultant under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or

association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XX**

**Interest of Consultant:** Consultant covenants that Consultant presently has no personal interest or financial interest, and shall not acquire same in any manner or degree, in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

#### **ARTICLE XXI**

**California Residency (Form 590):** All independent Consultants providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **ARTICLE XXII**

**Taxpayer Identification Number (Form W-9):** All independent contractors or corporations providing services to County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XXIII**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. Consultant waives any removal rights it might have under Code of Civil Procedure Section 394.

#### **ARTICLE XXIV**

**Year 2000 Compliance:** Consultant agrees that all hardware and software developed, distributed, installed, programmed, or employed as a result of this order will comply with ISO 9000 date format to correctly manipulate and present date-sensitive data.

Upon delivery of product and thereafter, the date and date logic component shall effectively and efficiently operate using a four-digit year.

Upon written notification by County of any hardware or software failure to comply with ISO 9000 date format, Consultant will replace or correct the failing component with compliant hardware or software immediately, at no cost to County.

**ARTICLE XXV**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Robert S. Slater, Deputy Director, Engineering, Department of Transportation, or successor.

**ARTICLE XXVI**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

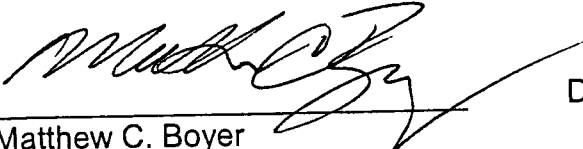
**ARTICLE XXVII**

**Partial Invalidity:** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXVIII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

**Requesting Department Concurrence:**

By:  Dated: 3/16/07  
Matthew C. Boyer  
Director  
Department of Transportation

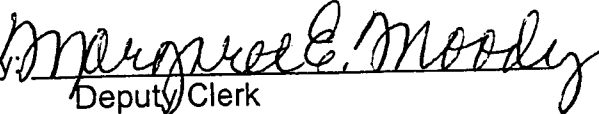
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By:   
**RUSTY DUPRAY**  
Board of Supervisors  
"County"

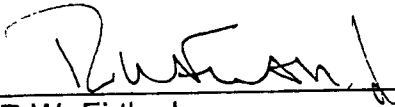
Dated: 3-30-2004

Attest:  
Dixie L. Foote  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 3-30-2004

-- ENTRIX, INC. --

By:   
R.W. Firth, Jr.  
Executive Vice President  
"Consultant"

Dated: 3/17/04

By:   
Chief Financial Officer

Dated: 3/20/04

# ENTRIX, Inc.

## Exhibit A

### Fee Schedule

<b>PERSONNEL</b>	Technician	\$65
	Project Assistant	68
	Assistant Staff Scientist/Engineer	70
	Computer/Production Specialist	78
	Project Coordinator	75
	Staff Scientist	88
	CADD/Staff Engineer	90
	Senior Staff Scientist	100
	Senior Staff Engineer	110
	Engineering Designer	115
	Project Scientist	125
	Project Engineer	130
	Senior Project Scientist/Engineer	148
	Senior Consultant 1	165
	Senior Consultant 2	185
	Senior Management Consultant	205

### 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, 2005. Thereafter, rates shall be adjusted each February 1<sup>st</sup> 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 1<sup>st</sup>.

**ENTRIX, Inc.**

**Exhibit B**

**Board of Supervisors Policy**

The following excerpt of the Board of Supervisors' Travel Policy, written for County employees, shall apply to Consultant under the terms of this Agreement:

**Subject: Travel**

**Policy Number: D-1**

**Date Adopted: 12/22/87**

**Revised: 5/25/99**

**§5. Reimbursement Rates:**

**b. Private Auto**

Travel by private auto in the performance of "official County business" shall be reimbursed at the Federal rate as determined by the Internal Revenue Service.

Mileage for travel shall be computed from the employee's designated work place. If travel begins from the employee's residence, mileage shall be calculated from the residence or work place, whichever is less. (For example, an employee who lives in Cameron Park and drives to a meeting in Sacramento, leaving from the residence will be paid for mileage from the residence to Sacramento and back to the residence.)

The mileage reimbursement rate represents full reimbursement, excluding snow chain installation and removal fee, for expenses incurred by a County officer or employee (e.g., fuel, normal wear and tear, insurance, etc.) during the use of a personal vehicle in the course of service to El Dorado County.

---

**Please note: In addition to this Exhibit, mileage expenses shall be reimbursed in accordance with Article III, Section C, of this Agreement.**