

Bender Rosenthal, Inc.

**AGREEMENT FOR SERVICES # AGMT 06-1303
Amendment I**

THIS AMENDMENT I to that Agreement for Services # AGMT 06-1303 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 Bender Rosenthal, Inc., a corporation duly qualified to conduct business in the State of California, whose address is 4400 Auburn Boulevard, Suite 102, Sacramento, California 95841, (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, Consultant has been engaged by County to provide appraisal services and real property acquisition and relocation services for the Department of Transportation pursuant to Agreement for Services # AGMT 06-1303, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 06-1303 to clarify the Task Order requirements, amending **ARTICLE I Scope of Services**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 06-1303 to extend the expiration date of February 12, 2009 for one (1) additional one (1) year term, amending **ARTICLE II Term**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 06-1303 to include the current invoicing requirements, and to add a new fee schedule for the extended term of the Agreement, amending **ARTICLE III Compensation for Services** and adding **Amended Exhibit A**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 06-1303 to change one of County's notices recipients, amending **ARTICLE XVI Notice to Parties**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 06-1303 to change County's Contract Administrator, amending **ARTICLE XXVIII Contract Administrator**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 06-1303 to include County's business license requirements, adding **ARTICLE XXXII 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 06-1303, to read 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, for County's Department of Transportation, and shall provide and make available Consultant's own personnel, subconsultants, materials, and equipment necessary to perform the services, work, and tasks designated herein (hereinafter referred to as "Services"). Services shall include, but not be limited to:
1. Planning: Reviewing environmental impacts and public involvement, providing right of way cost analyses, ownership and title data, certification requirements, identification requirements, and identification of acquisition status of necessary rights of way for the purpose of advancing projects to construction;
 2. Appraisals: Providing opinions of value supported by presentations of sufficient relevant market information, including valuation data, and the appraiser's analysis of that information;
 3. Property Acquisition: Providing assistance to County with public contact, coordination with title companies and other agencies in the preparation of documentation needed to fulfill contractual obligations between County and property owners, and assistance with eminent domain proceedings;
 4. Relocation Assistance: Performing tasks related to relocation assistance in connection with pre-condemnation proceedings as assigned;
 5. Proceedings: Providing testimony regarding the Services performed, and expert testimony, for any subsequent eminent domain or inverse condemnation proceedings that pertain to or relate to the Services performed herein.
 6. Additional Requirements:
 - a. All deliverables shall be in duplicate.
 - b. Consultant shall provide a Caltrans Title VI Brochure to each property owner upon initiation of the appraisal process.
 - c. If a "Full Take" acquisition is involved, Consultant shall provide a copy of the Caltrans Relocation Guide to each property owner upon initiation of the appraisal process.
 - d. All appraisals require an "Administrative Draft" to be submitted to the Right of Way Manager for review, prior to the production of the final report.

- e. All appraisals must be individually bound appraisal reports (no “Master Appraisals”).
- B. County shall provide Consultant the following, where applicable, in connection with the Services to be performed under this Agreement:
 - 1. Copies of any maps, drawings, exhibits, legal descriptions, title reports or other documents pertaining to the project that County may have in its possession.
 - 2. Interface between Consultant and other County departments, including the County Assessor, Recorder and Surveyor Offices.
 - 3. Permits or rights of entry licenses necessary for Consultant to perform its work on the affected parcels.
 - 4. Right of way stake-outs of the affected properties when requested.
- C. Task Orders Required: 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 standards, required deliverables, specific Consultant staff, subconsultants (if required) and any task-related mileage budget (if applicable) on a task-by-task basis. Following the meeting, Consultant shall provide County’s 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 (resulting in a 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 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 XVI, 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.

All of the tasks included in the Scope of Services 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 subconsultants for services rendered under this Agreement.

Consultant shall attach a copy of each notification to proceed, as backup documentation, to any invoices submitted for payment under the terms of this Agreement. Copies of notices attached to invoices shall reflect Consultant's charges for the specific support or review services billed on those invoices.

- D. Deliverables: Deliverables will be specified by County for each individual assignment, and specific task assignments and work requirements will be specifically identified on a project by project basis. Failure to submit the required deliverables in the format specified shall be grounds for termination of the Agreement, as provided in Article XV, Default, Termination, and Cancellation, or for delay or cessation of payments by County as provided in Section C of Article III hereunder.
- E. Consultant Reporting: Reports on services rendered by Consultant shall be submitted to County in the format, and under the conditions specified by County.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on February 12, 2010.

ARTICLE III

Compensation for Services:

- A. For services provided herein, including all deliverables described in individual Task Orders issued pursuant to this Agreement, County agrees to pay Consultant within thirty (30) days following County's receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, commencing on the effective date of the Agreement and continuing through February 12, 2009, the billing rates shall be in accordance with Exhibit A, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit A, marked "Amended 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 amend the Task Order.

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. There shall be no markups allowed on mileage rates for Consultant or any subconsultant. Any reimbursement for mileage expenses 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 and Task Orders and inclusive of all work of subconsultants and expenses shall not exceed \$100,000.

- B. Itemized invoices shall follow the format specified by County and shall reference this Agreement number, the Task Order number and project title, both on their faces and on any enclosures or back-up documentation. Consultant shall attach a copy of each notification to proceed required in accordance with Article I Scope of Services above, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of notices attached to invoices shall reflect Consultant's charges for the specific support or review services billed on those invoices. Consultant shall bill County for only one Task Order per invoice. 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.

- C. In the event that Consultant fails to deliver, in the format specified, the deliverables required under this Agreement, County at its sole discretion may delay payment for the period of time of the delay in receiving the deliverables in proper form, may cease all payments until such time as the required deliverables are received, or may terminate the Agreement as set forth in Article XV, Default, Termination, and Cancellation below.

ARTICLE XVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in a 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
2850 Fairlane Court
Placerville, California 95667

Attn.: Peter M. Feild,
Right of Way Program Manager

With a Copy To:

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

Attn: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Bender Rosenthal, Inc.
4400 Auburn Boulevard, Suite 102
Sacramento, California 95841

Attn.: Cydney G. Bender-Reents,
President

or to such other location as Consultant directs.

ARTICLE XXVIII

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Peter M. Feild, Right of Way Program Manager, Department of Transportation, or successor.

The Agreement is further amended to add the following Article:

ARTICLE XXXII

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 # AGMT 06-1303 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: _____

Peter M. Feild
Right of Way Program Manager
Department of Transportation

Dated: _____

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 06-1303 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:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- BENDER ROSENTHAL, INC. --

By: _____
Cydney G. Bender-Reents
President
"Consultant"

Dated: _____

By: _____
Stephen A. Rosenthal
Corporate Secretary

Dated: _____