

**Nichols Consulting Engineers, Chtd.
National Pollutant Discharge Elimination System
Program Support and Planning Services**

**AGREEMENT FOR SERVICES # AGMT 06-1013
Amendment I**

THIS AMENDMENT I to that Agreement for Services # AGMT 06-1013 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 Nichols Consulting Engineers, Chtd., a Nevada corporation duly qualified to conduct business in the State of California, whose principal place of business is 1885 S. Arlington Avenue, Suite 111, Reno, Nevada 89509, and whose local office address is 8795 Folsom Boulevard, Suite 103, Sacramento, California 95826 (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 with National Pollutant Discharge Elimination System (NPDES) Program support and planning services for the West Slope and the Tahoe Basin pursuant to Agreement for Services # AGMT 06-1013, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 06-1013 to clarify the Task Order requirements, amending **ARTICLE I Scope of Services**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 06-1013 to extend the expiration date of May 1, 2008, amending **ARTICLE II Term**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 06-1013 to increase the not-to-exceed compensation amount of the Agreement by \$500,000, 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 **Exhibit A-1 Revised Fee Schedule**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 06-1013 to clarify the progress report requirements, amending **ARTICLE IV Progress Reports**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 06-1013 to modify the indemnity provision for services rendered after the effective date of this Amendment and to include the California Tahoe Conservancy (CTC) as an indemnified party, amending **ARTICLE XVI Indemnity**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 06-1013 to include the CTC as an additional insured, amending **ARTICLE XVII Insurance**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 06-1013 to add County's business license requirements, adding **ARTICLE XXVIII Business License**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-754 to include certain provisions as required by County's grant funding agreement with the CTC, adding **ARTICLE XXIX Compliance with CTC Requirements** and **ARTICLE XXX Certification**;

NOW, THEREFORE, County and Consultant mutually agree to amend the terms of the Agreement in this Amendment I to Agreement for Services # AGMT 06-1013, 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, on an as-requested basis for County's Department of Transportation (DOT), and shall provide and make available Consultant's own personnel, materials, subconsultants, vehicles, equipment and supplies necessary to perform various planning and implementation tasks to assist DOT with County's NPDES Program. Tasks may include, but are not limited to, development of the Tahoe Basin Storm Water Management Plan (SWMP), assistance with financial planning associated with implementation of the Tahoe Basin SWMP, assistance with implementation and administration of County's NPDES Program, preparation of annual reports to the Regional Water Quality Control Boards, public outreach, evaluation of the implications of legal authority issues pending County Counsel's analysis/opinion, negotiations with Regional Water Quality Control Board staff on behalf of County, and coordination efforts with public agencies and other County departments related to implementation of the Tahoe Basin and West Slope NPDES Program.

- B. 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, required deliverables, specific Consultant staff, subconsultants (if required), and any task-related mileage budget 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, a target completion date for the overall scope of work, and a not-to-exceed cost itemization 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 and full execution 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.

- C. County shall review and approve Consultant's progress through County's Contract Administrator 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.
- D. If a submittal is required to be an electronic file, Consultant shall produce the file in Microsoft Word 2003, Microsoft Excel 2003, Primavera P3e/c, and other engineering software used for analytical purposes.
- E. County shall provide a work order number and task code for each Task Order.
- F. Consultant 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 subconsultants for services rendered under this Agreement.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on October 31, 2010.

ARTICLE III

Compensation for Services:

- A. For services provided herein, including all deliverables described in individual Task Orders issued pursuant to this Agreement and including the progress reports required by Article IV, Progress Reports, below, 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, for the period commencing on the effective date of the Agreement and continuing through May 1, 2008, 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 Exhibit A-1, marked "Revised Fee Schedule," incorporated herein and made by reference a part hereof. The hourly rates for Professional Services and Technical Services indicated in Exhibit A-1 are effective through December 31, 2008 and may be adjusted annually beginning on January 1, 2009. When new rates become available or by December 15th of each calendar year, Consultant may submit a new proposed fee schedule, which shall require written approval and acceptance by County's Contract Administrator, prior to the new rates becoming effective on January 1st of the following year. In no instance shall the hourly salary rates be increased more than four percent (4%) per year. Each approved revised fee schedule shall be attached as an addendum to this Agreement.

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.

The total amount of this Agreement, as amended, shall not exceed \$850,000, inclusive of all costs, all work of subconsultants, expenses and Task Orders.

- B. 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. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, travel hours, etc.) will not be reimbursed for any services performed under this Agreement by Consultant or any authorized subconsultants.
- C. Itemized invoices shall follow the format specified by County and shall reference this Agreement number, County's work order number and the applicable Task Code

number both on their faces and on any enclosures or back-up documentation. Consultant shall bill County for only one Task Order per invoice. 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.

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 in receiving the required deliverables, cease all payments until such time as the required deliverables are received, or proceed as set forth below in Article XIV, 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 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 any authorized subconsultants 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 XVI

Indemnity: For services rendered pursuant to this Agreement for the period commencing with the effective date of the Agreement and continuing to the effective date of this Amendment, the following provision shall apply:

To the fullest extent allowed by law, 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 losses, which are claimed to or in any way arise out of, directly or indirectly, or are connected with: (1) any negligent (whether passive or active) act, error or omission; or willful misconduct of Consultant, its subconsultant(s) agents or employee(s) or any of these; or (2) any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of Consultant by this Agreement. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

For services rendered pursuant to this Agreement beginning on or after the effective date of this Amendment, the following provision shall apply:

To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and the CTC and their officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County and CTC employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of Consultant includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

ARTICLE XVII

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Management Division 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 \$1,000,000 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 Insurance is required with a limit of liability of not less than \$1,000,000.

- E. Consultant shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Management Division 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 herein 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 contract, Consultant shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. 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 contract upon the occurrence of such event. 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.
- 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 CTC, its members, 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 general and excess 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 in 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 Workers' Compensation, general liability, auto liability and professional liability insurance as specified above and shall provide County with proof of same.

The Agreement is further amended to add the following Articles:

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.

ARTICLE XXIX

Compliance with CTC Requirements: County is relying on CTC assistance or grants for all or a portion of the funding for the services to be provided under this Agreement. As a requirement of County's use of these funds, County is required to comply with certain CTC requirements and to extend these requirements to its third party contracts. Consultant shall comply with all applicable provisions of CTC regulations, including grant funding requirements and any related regulations, policies, guidelines, conditions and requirements regarding the use, expenditure, control, reporting, allowable costs and management of such funds.

Failure of Consultant to comply with any CTC provision may be the basis for withholding payments for charges made by Consultant and for such other remedies as may be appropriate including termination of this Agreement.

Consultant shall further comply with any flow-down or third-party contracting provisions which may be required under the CTC regulations and which may apply to Consultant's subcontracts, if any, associated with this Agreement.

Consultant shall include those provisions, if applicable, in any of its agreements for goods or services that affect or are related to the services performed herein and shall ensure that any clauses required by the CTC are also incorporated as applicable, including, but not limited to, the following:

- A. Reporting:** Consultant shall comply with the reporting requirements specified in Article I, Scope of Services and with Article IV, Progress Reports of this Agreement and with such other County reporting requirements and regulations as may be required by the Contract Administrator. Consultant shall fully cooperate with County to support the reporting requirements imposed by County's grant funding agreements insofar as they may apply to this Agreement.
- B. Rights in Data:** Consultant shall comply with Article VI, Ownership of Data, and with Section E, Copyrights, of this Article XXIX, Compliance with CTC Requirements, regarding requirements and regulations pertaining to copyrights and rights in data. County and its granting agencies have the right to obtain, reproduce, distribute, publish or otherwise use any data produced under this Agreement and to authorize others to receive, reproduce, distribute, publish or otherwise use such data in any manner when and where they may determine without any claim on the part of Consultant, its vendors or subconsultants to additional compensation.
- C. Access to Records:** County, the CTC, the State of California, the California State Auditor or any of their duly authorized representatives shall have the right of access to any books, documents, papers, or other records of Consultant which are directly pertinent to this Agreement or to County's grant funding agreements and related documents for the purpose of making audit, examination, excerpts, and transcriptions. Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering the contract. Consultant shall include this access to records provision in any of its own agreements that affect or are related to the services performed herein, and shall require that access to the records be provided to County as well as to Consultant and to the parties identified above.
- D. Record Retention:** All records associated with this Agreement shall be retained by Consultant for three (3) years after County makes final payment and all other pending matters are closed. If any audit, litigation, or other action involving the records is started before the end of the three (3) year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three (3) year period, whichever is later. Where applicable, Consultant shall include this record retention provision in any of its own agreements that affect or are related to the services performed herein.
- E. Copyrights:** This section applies to the copyright in any original work of authorship prepared with grant support. Additionally, if ownership of a copyright or of any of the exclusive rights comprising a copyright is purchased with grant support, this section applies to the purchased copyright or rights. County and the granting agencies reserve a royalty-free, nonexclusive, and irrevocable license to exercise, and to authorize

others to exercise, the rights for government purposes and to authorize others to do so. Subject to this license, the owner is free to exercise, preserve, or transfer all its rights. Consultant shall ensure that no agreement is entered into for transferring the rights which would conflict with the nonexclusive license of County or the granting agencies.

F. Nondiscrimination:

Consultant shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to, the following: Consultant and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. Consultant shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein. Consultant's signature on this Agreement shall provide any certifications necessary under the laws of the State of California, including but not limited to, Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103. Failure of Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination or such other remedy, as County deems appropriate.

G. Drug-Free Workplace: Consultant agrees to maintain a drug-free workplace in accordance with Government Code Section 8355, et seq. by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions that will be taken against employees for violations of this prohibition;
2. Establishing a Drug-Free Awareness Program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Consultant's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations;
3. Submitting a Drug-Free Workplace Certification form to County;
4. Requiring that each employee who performs work under this Agreement be given a copy of the Drug-Free Workplace Certification;

H. Other Assurances: Consultant assures and certifies that it will:

1. Ensure that any publications, studies, reports or brochures which are made possible by or derived in whole or in part from the CTC grant used to fund the services performed under this Agreement shall acknowledge the assistance of the CTC as follows: "Funding for this project has been provided in part by the California Tahoe Conservancy";
2. Comply with the applicable requirements of the California Environmental Quality Act.

ARTICLE XXXI

Certification: The following certification is required in accordance with the above provisions and is attached hereto and made a part of this Agreement (the attached certification page must be filled out and signed by Consultant):

Drug-Free Workplace Certification

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 06-1013 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: _____
Robert S. Slater
Deputy Director, Engineering,
Tahoe Engineering and West
Slope Construction Division

Dated: _____

Requesting Department Concurrence:

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

Dated: _____

DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME

NICHOLS CONSULTING ENGINEERS, CHTD.

The Consultant named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named Consultant will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The person's or organization's policy of maintaining a drug-free workplace,
 - c. Any available counseling, rehabilitation, and employee assistance programs, and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - a. Will receive a copy of the company's drug-free policy statement, and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Consultant to the above-described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONSULTANT SIGNATURE

TITLE

FEDERAL I.D. NUMBER

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement for Services # AGMT 06-1013 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

-- NICHOLS CONSULTING ENGINEERS, CHTD. --

By: _____ Dated: _____

Claude Corvino
President
"Consultant"

By: _____ Dated: _____

Debra Smith
Chief Financial Officer



Exhibit A-1

Revised Fee Schedule

Effective May 2, 2008 through October 31, 2010*

PROFESSIONAL SERVICES

Consulting Vice President	\$200/hour
Principal	\$190/hour
Associate	\$150/hour
Senior	\$135/hour
Project	\$100/hour
Staff	\$85/hour

TECHNICAL SERVICES

Senior Designer	\$100/hour
Senior Technician/Inspector	\$90/hour
CAD Draftsman	\$85/hour
Project Administrator	\$70/hour
Engineering Technician	\$70/hour
Field Technician	\$70/hour
Technical Word Processing	\$55/hour
Clerical	\$50/hour

*The Professional Services and Technical Services rates listed above may be increased by not more than four percent (4%) per year to allow for cost of living adjustments, beginning January 1, 2009. Nichols Consulting Engineers, Chtd. (NCE) may submit a revised Fee Schedule for the Professional Services and Technical Services rates listed above as soon as new rates are available or by December 15th of each year, which shall require written approval by County's Contract Administrator, prior to the new rates becoming effective on January 1st of the following year. Each approved revised fee schedule shall be attached as an addendum to this Agreement.

CONTRACT LABOR

From time to time, NCE retains outside Professional and technical labor, other than subconsultants, on a temporary basis to meet peak workload demands. Such contract labor will be charged at the rates shown above.

LITIGATION SUPPORT

Expert testimony in depositions, hearings, mediations, and trials will be charged at 300% of the above rates.

EQUIPMENT

Truck	\$15/hour
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Vehicle Mileage: 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.

Falling Weight Deflectometer Testing ..	(separate fee schedule available upon request)
Asphalt Coring	(separate fee schedule available upon request)
Environmental Equipment	(separate fee schedule available upon request)



OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs identifiable to an assignment, such as special printing, photographic work, authorized subconsultants (other than contract labor), etc.
..... cost+15%

**COMMUNICATION/
REPRODUCTION**

In-house costs for long-distance telephone, faxing, postage, printing and copying project labor charges x 5%

SCHEDULE OF PLOTTER CHARGES

PLOTTER CHARGES

Black and White Sheets (up to 24 x 36).....	\$4.50/sheet
Black and White Sheets (larger sizes)	\$.75/sf
Color Sheets (up to 24 x 36)	\$9.00/sheet
Color Sheets (larger sizes)	\$1.50/sf
Mylar Sheets.....	\$14.00/sf
Graphic Color Sheets	\$7.50/sf

OTHER CHARGES

Specialized plotting or graphic services..... Cost +15%
