

## Stantec Consulting Inc.

AGREEMENT FOR SERVICES # AGMT 05-789  
Amendment II

**THIS AMENDMENT II** to that Agreement for Services # AGMT 05-789 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 Stantec Consulting Inc., an Arizona corporation duly qualified to conduct business in the State of California, whose corporate headquarters address is 8211 South 48 Street, Phoenix, Arizona 85044, and whose local office address is 2590 Venture Oaks Way, Sacramento, California 95833, (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 planning and design services necessary for project development pursuant to Agreement for Services # AGMT 05-789 and Amendment I to AGMT 05-789, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-789 to clarify the Task Order requirements, amending **ARTICLE I Scope of Services**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-789 to extend the expiration date of the Agreement for one (1) additional one (1) year term, amending **ARTICLE II Term**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-789 to increase the not-to-exceed compensation amount of the Agreement by \$30,000 and to add a revised fee schedule for the extended term of the Agreement, amending **ARTICLE III Compensation for Services** and adding **Exhibit D, "Revised Schedule of Billing Rates,"** and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-789 to modify the indemnity provision for services rendered after December 31, 2006, amending **ARTICLE XIII Indemnity**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-789 to modify the insurance requirements, amending **ARTICLE XIV Insurance**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-789 to add a requirement for progress reports, adding **ARTICLE XXV Progress Reports**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-789 to add ownership of data requirements, adding **ARTICLE XXVI Ownership of Data**; and

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 05-789 to address County's business license requirements, adding **ARTICLE XXVII Business License**;

**NOW, THEREFORE,** County and Consultant mutually agree to amend the terms of the Agreement in this Amendment II to Agreement for Services # AGMT 05-789, to read as follows:

#### **ARTICLE I**

**Scope of Services:** Consultant agrees to furnish personnel and services necessary to assist the Department of Transportation with planning and design review and plan checking services. Services shall include, but not be limited to, planning, design review and analysis of subdivision plans including grading plans, retaining walls, bridges, and drainage, scour depth and fluvial studies and those services identified in Exhibit A, marked "Scope of Work," incorporated herein and made a part hereof.

Before proceeding with any work under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders to be issued in accordance with this Agreement. The specific services for each assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable design standards, required deliverables, specific Consultant staff and any task-related mileage budget, if applicable, on a task-by-task basis. Following the meeting, Consultant shall provide the Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates and a target completion date for the overall scope of work, and a not-to-exceed cost to complete the work (Task Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work. No payment will be made for any work performed prior to approval of the Task Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order.

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 XII, 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.

#### **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire April 18, 2008.

#### **ARTICLE III**

**Compensation for Services:** For services provided herein, 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, for the period beginning April 19, 2005 and continuing through April 18, 2007, the billing rates shall be in accordance with Exhibit B, marked "El Dorado County Rate Schedule," incorporated herein and made by reference a part hereof. Notwithstanding the heading on Exhibit B that states "Schedule of Billing Rates – 2005/2006," the billing rates indicated in Exhibit B shall be effective through April 18, 2007.

For the period beginning April 19, 2007 and continuing through April 18, 2008, the billing rates shall be in accordance with Exhibit D, marked "Revised Schedule of Billing Rates," incorporated herein and made by reference a part hereof.

Mileage expenses, if applicable, shall be paid in accordance with County's Travel Policy (No. D-1), Section 5b, attached hereto as Exhibit C, marked "Board of Supervisors Policy," 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.

The total amount of this Agreement, as amended, inclusive of all costs, Task Orders and expenses shall not exceed \$90,000.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number, the County-supplied work order number and Task Order 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 a copy of each notification to proceed required under the provisions of Article I, Scope of Services, and copies of any progress reports required under the provisions of Article XXV, 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, cease all payments until such time as the required deliverables are received, or proceed as set forth in Article XI.

### **ARTICLE XIII**

**Indemnity:** For services rendered pursuant to this Agreement for the period commencing with the effective date of the Agreement and continuing through December 31, 2006, the following provision shall apply:

The Consultant shall defend, indemnify, and hold the 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 the County, the Consultant, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the 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.

For services rendered pursuant to this Agreement on or after January 1, 2007, the following provision shall apply:

To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its 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 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 XIV**

**Insurance:** Consultant shall provide proof of a policy of insurance satisfactory to County's 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 County's 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 County's 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 County's 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 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 County's Risk Management Division as essential for protection of County.

The Agreement is further amended to add the following Articles:

#### **ARTICLE XXV**

**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 a month. The reports shall be sufficiently detailed for the Contract Administrator, or designee, to determine if Consultant is performing to expectations and is on schedule, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County's review of these reports will ensure that Consultant's work meets a level of acceptability as determined by the Contract Administrator and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by the Contract Administrator. Separate detail shall be provided for each ongoing Task Order. Progress reports shall include the total number of hours worked by Consultant and 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 XXVI**

**Ownership of Data:** Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records, but shall not be furnished to others without written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services provided under this Agreement.

**ARTICLE XXVI**

**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 during the term of this Agreement.

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 05-789 and Amendment I to AGMT 05-789 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 II to Agreement for Services # AGMT 05-789 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

**-- STANTEC CONSULTING INC. --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Dan Tomie  
Vice President  
"Consultant"

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

**Stantec Consulting Inc.**

**Exhibit D**

**Revised Schedule of Billing Rates**

<b>Code</b>	<b>Position/Classification</b>	<b>Hourly Rates *</b>	
		<b>2007</b>	<b>2008</b>
4	Technician1	\$61.00	\$63.00
5	Technician2	\$67.00	\$70.00
6	Technician3 / Professional 1	\$73.00	\$76.00
7	Technician 4 / Professional 2	\$80.00	\$83.00
8	Technologist1 / Professional3	\$87.00	\$90.00
9	Technologist2 / Professional4	\$96.00	\$99.00
10	Technologist3 / Professional5	\$106.00	\$110.00
11	Technologist4 / Professional6	\$119.00	\$123.00
12	Professional 7	\$130.00	\$134.00
13	Professional 8	\$141.00	\$146.00
14	Principial 1	\$156.00	\$161.00
15	Principial 2	\$165.00	\$170.00
16	Principial 3	\$183.00	\$189.00
17	Principial 4	\$194.00	\$200.00
18	Principial 5	\$208.00	\$215.00
19	Expert 1	\$229.00	\$236.00

\* 2007 Hourly Rates shall be effective April 19, 2007 through December 31, 2007.  
2008 Hourly Rates shall be effective January 1, 2008 through April 18, 2008.

Mileage expenses, if applicable, shall be paid in accordance with County's Travel Policy (No. D-1), Section 5b, attached hereto as Exhibit C, marked "Board of Supervisors Policy," incorporated herein and made by reference a part hereof.