

Stantec Consulting Inc.

**AGREEMENT FOR SERVICES # AGMT 04-607
Amendment I**

THIS AMENDMENT I to that Agreement for Services # AGMT 04-607 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 200, 10160-112 Street, Edmonton AB, Canada T5K 2L6; and whose local office address is 2590 Venture Oaks Way, Sacramento, CA 95833, (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, Consultant has been engaged by County to assist the Department of Transportation 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 pursuant to Agreement for Services # AGMT 04-607, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-607 to correct references to the Tahoe Engineering Unit to the Tahoe Engineering Division; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-607 to extend the expiration date to December 31, 2007, amending **ARTICLE II Term**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-607 to increase the compensation for services by \$3,232,000; to include Consultant's current Fee Schedule; and to change the address to which invoices shall be mailed, amending **ARTICLE III Compensation for Services**; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 04-607 to change the Notice to Parties recipients, amending **ARTICLE XV Notice to Parties**; and

WHEREAS, the parties hereto desire to amend Agreement for Services #AGMT 04-607 to change the Contract Administrator, amending **ARTICLE XXV Contract Administrator**;

NOW, THEREFORE, County and Consultant mutually agree to amend the terms of the Agreement in this Amendment I to Agreement for Services # AGMT 04-607 to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire December 31, 2007.

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. Pursuant to Exhibit A, adjusted rates effective January 1, 2005 through December 31, 2007 are included herewith as Exhibit A-1, marked "Revised Fee Schedule," incorporated herein and made by reference a part hereof. In accordance with the provisions of Exhibit A and Exhibit A-1, rates shall be adjusted each January 1st by a factor of 3% upwards. Exhibit A-1 indicates rates for 2005 through 2007, inclusive of the 3% increases. The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless the Contract Administrator and Consultant's Project Manager amend the Task Order. The total amount of this Agreement, as amended, shall not exceed \$3,982,000, 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 TED office in South Lake Tahoe, California, or directly to a construction project site, as applicable, 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 work order 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
924B Emerald Bay Road
South Lake Tahoe, CA 96150

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:

To County:

County of El Dorado
Department of Transportation
924B Emerald Bay Road
South Lake Tahoe, California 96150

Attn.: Steve P. Kooyman,
Acting Supervising Civil Engineer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Stantec Consulting Inc.
2590 Venture Oaks Way
Sacramento, California 95833

Attn: John Klemunes, Manager-Transportation Infrastructure

or to such other location as Consultant directs.

ARTICLE XXV

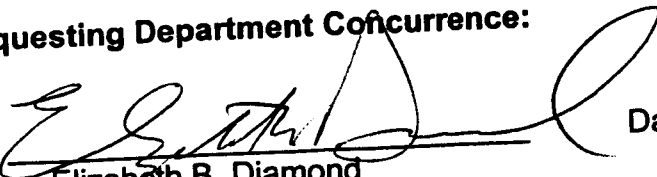
Contract Administrator: The County officer or employee with responsibility for administering this Agreement is Steve P. Kooyman, Acting Supervising Civil Engineer, Department of Transportation, or successor.

The Agreement is further amended such that all references to the "Tahoe Engineering Unit" (TEU) shall now read, "Tahoe Engineering Division" (TED).

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 04-607 shall remain unchanged and in full force and effect.

Requesting Department Concurrence:

By:



Elizabeth B. Diamond
Interim Director
Department of Transportation

Dated:

5-24-05

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement for Services #04-607 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: Charlie Paine

Dated: 6/7/05

Board of Supervisors
"County"

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

Dated: 6/7/05

--STANTEC CONSULTING INC.--

By: [Signature]
Dan Tomie
Vice President
"Consultant"

Dated: May 31/05

By: [Signature]
Michael Slocombe
Corporate Secretary

Dated: May 27, 2005

Stantec Consulting Inc.
Exhibit A-1
Revised Fee Schedule

Code	Position/Classification	Hourly Rates*		
		2005	2006	2007
4	Technician1	\$57.00	\$59.00	\$61.00
5	Technician2	\$63.00	\$65.00	\$67.00
6	Technician3/Professional1	\$67.00	\$70.00	\$73.00
7	Technician4/Professional2	\$74.00	\$77.00	\$80.00
8	Technologist1/Professional3	\$81.00	\$84.00	\$87.00
9	Technologist2/Professional4	\$90.00	\$93.00	\$96.00
10	Technologist3/Professional5	\$99.00	\$102.00	\$106.00
11	Technologist4/Professional6	\$111.00	\$115.00	\$119.00
12	Professional7	\$122.00	\$126.00	\$130.00
13	Professional8	\$132.00	\$136.00	\$141.00
14	Principal1	\$146.00	\$151.00	\$156.00
15	Principal2	\$155.00	\$160.00	\$165.00
16	Principal3	\$171.00	\$177.00	\$183.00
17	Principal4	\$182.00	\$188.00	\$194.00
18	Principal5	\$195.00	\$201.00	\$208.00
19	Expert 1	\$215.00	\$222.00	\$229.00

*Rates shown include the annual 3% increases for cost of living adjustments.

Field Personnel *	Prevailing Wage	Non-Prevailing Wage
2 Person Survey Crew	\$178.00	\$178.00
3 Person Survey Crew	\$236.00	\$236.00
Engineering Technician	\$82.00	\$71.00
Senior Engineering Technician I	\$88.00	\$78.00
Senior Engineering Technician II	\$93.00	\$87.00

* Rates for Field personnel subject to prevailing wage.

NOTE: Overtime shall be charged at one and one-half times the regular rate for work performed beyond eight hours per day and Saturdays. Work performed on Sundays and holidays will be charged at the rate of double (2x) the normal hourly rate. Notwithstanding the above, any use of overtime, Saturday, Sunday, or holiday work must be approved in advance by the Contract Administrator.

SCHEDULE OF DISBURSEMENT RATES

ITEM	UNIT	\$ PER UNIT
Large format prints (bond paper, black & white)	ft ²	\$0.60
Large format prints (Mylar, black & white)	ft ²	\$2.50
Small format b&w copies (8 ½ x 11 to 11 x 17)	Sheet	\$0.20
Small format color copies (8 ½ x 11 to 11 x 17)	Sheet	\$1.00
Field Vehicles	Hour	\$6.00
Field Survey Equipment	Hour	\$15.00
Office Survey Equipment	Hour	\$10.00
Global Positioning System (GPS) Survey Equipment	Day	\$200.00
Courier charges	Cost	n/a
Other out of pocket expenses identifiable to an assignment	Cost	n/a
Other outside expenses such as Aerial Photogrammetry or authorized subconsultants	Cost + 10%	

INSPECTION AND MATERIALS TESTING SERVICES

EQUIPMENT CHARGES

Nuclear Densometer (Soils)	No Charge
Nuclear Densometer (Asphalt-Thin Lift)	No Charge
Coring Machine Bit Wear (4-inch diameter)	\$6.00 per inch

MISCELLANEOUS CHARGES

Personal vehicle mileage Reimbursement per County exhibit "B" (federal rate as determined by IRS)

SOIL TESTING

ASTM D422 Sieve Analysis	\$ 75.00
Coarse Combined Sieve Analysis	100.00
Plasticity Index	85.00
Sand Equivalent	75.00
ASTM D2216 Moisture Determination of Soil	15.00
Hydrometer Analysis	200.00
Clay Lumps and Friable Particles	75.00
ASTM D1557 Moisture-Density Curve (4-inch)	130.00
ASTM D1557 Moisture-Density Curve (6-inch)	155.00
ASTM D1557 Moisture-Density Checkpoint	65.00
R-Value	225.00
CBR (ASTM D1883)	450.00
CBR (AASHTO T-193 - 3 point)	450.00
Consolidation - 4 point - 1 rebound	200.00
Direct Shear - 3 point	250.00
Unconfined compression	90.00
FHA Swell Test	75.00
Swell Test (AASHTO T-116)	80.00
Soil Resistivity	100.00
pH Measurement	50.00
Ring Moisture Density	50.00
Soluble Sulfates	30.00
Durability Index	120.00
Permeability	150.00

AGGREGATE TESTING

ASTM C136/C117 Sieve Analysis	\$ 75.00
ASTM D4318 Plasticity Index	85.00
Dry Rodded Unit Weight of Aggregate	50.00
ASTM C127/C128 Specific Gravity and Absorption of Aggregate	75.00
Sodium Sulfate Soundness (1 sieve)	60.00
Organic Impurities	55.00
Lightweight Pieces in Aggregate	100.00
Mortar Making Properties of Sand (ASTM C87)	500.00
Cleaness Test of Aggregate	120.00
Flat and Elongated Particles	100.00
Fractured Faces	100.00
L.A. Abrasion	120.00
Potential Reactivity	Cost + 15%
Sampling, Material Preparation	88.00/hr

CONCRETE/MASONRY TESTING

ASTM C39 Compressive strength of concrete cylinder	\$ 17.00
ASTM C39 Hold cylinders	13.00
Flexural strength of concrete beams	70.00
Compressive strength of concrete cores	35.00
Compressive strength of gunite cylinder	20.00
Compressive strength of grout sample	17.00
Compressive strength of mortar cylinder	17.00
Unit weight of cylinder or core	40.00
Absorption, moisture and unit weight of masonry unit	55.00
Lineal shrinkage of masonry block	60.00
Compressive strength of masonry block	45.00
Efflorescence test of masonry units	50.00
Splitting tensile strength of concrete	50.00
Compressive strength of masonry prisms	100.00
Absorption of Concrete Cores	50.00
Concrete Shrinkage Beam	50.00
Young's Modulus of Cylinders	100.00
Restrained Expansion Beam	75.00
Oven Dry Unit Weight of Concrete Cylinder	40.00
Rapid Chloride Permeability Cylinder or Core	100.00
Concrete Mix Design	hourly rate code #9
Sampling, Sample Preparation, Batch Plant Inspection, Cylinder Pickup	hourly rate code #8

ASPHALT TESTING

ASTM D2172 Asphalt cement content	\$ 110.00
ASTM D5444 Asphalt aggregate sieve analysis	75.00
ASTM D1559 Marshall Properties of asphalt concrete	180.00
Coating and stripping test	70.00
Swell test of asphaltic concrete	75.00
ASTM D2726/D1188 Unit weight of asphalt cores	40.00
ASTM D2041Rice specific gravity	85.00
Index of Retained Strength	500.00
Sampling, Sample Preparation, Batch Plant Inspection	88.00/hr

ASPHALT MIX DESIGN

Marshall mix design from bin samples/point	\$ 500.00
Hveem mix design from bin samples/point	500.00
Open grade mix design from bin samples	700.00
ASTM D1560/D1561 Hveem Stabilometer (1 point)	110.00
Sampling, Sample Preparation	88.00/hr

NOTE: Quoted prices are available upon request for a variety of other miscellaneous laboratory and field testing, as well as for complete testing and observation programs.