

**Nichols Consulting Engineers, Chtd.
Planning, Design and Project Support Services**

**AGREEMENT FOR SERVICES # AGMT 06-1018
Amendment II**

THIS AMENDMENT II to that Agreement for Services # AGMT 06-1018 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 South Arlington Avenue, Suite 111, Reno, Nevada 89509, and whose local office is located at 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 provide planning, design, project support and project delivery services for erosion control and water quality projects in the Tahoe Basin in conjunction with the Environmental Improvement Program (EIP) for the Department of Transportation (DOT) pursuant to Agreement for Services # AGMT 06-1018 and Amendment I to Agreement for Services # AGMT 06-1018, both of which are incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 06-1018 to delete the references to Primavera P3e/c project management system software, amending **ARTICLE I Scope of Services/Project Schedule**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 06-1018 to extend the expiration date of the Agreement and to tie the expiration date to the completion of any outstanding Task Orders, amending **ARTICLE II Term**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 06-1018 to increase the not-to-exceed compensation amount of the Agreement by \$475,000 and to include an amended 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 06-1302 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 06-1302 to change County's Contract Administrator, amending **ARTICLE XXIX Contract Administrator**;

NOW, THEREFORE, County and Consultant mutually agree to amend the terms of the

Agreement in this Amendment II to Agreement for Services # AGMT 06-1018, to read as follows:

ARTICLE I

Scope of Services/Project Schedule:

- 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 DOT, and shall provide and make available Consultant's own personnel, materials, subconsultants, vehicles, and equipment necessary to perform various engineering tasks to assist County staff in delivering EIP projects and to assist with programmatic needs when requested. Tasks may include, but are not limited to, engineering design, project support, project delivery, mapping, construction support, construction inspection, surveying, materials testing, hydrology and hydraulic calculations, developing and overseeing monitoring plans for design criteria and/or Best Management Practices (BMP) effectiveness, slope/soil stabilization and revegetation, storm water management related activities and environmental services necessary to implement EIP projects in the Tahoe Basin.

Consultant's services may also include such other tasks as may be assigned by County's Contract Administrator such as reviewing submittals, deliverables and other documents on behalf of County, attending project-related meetings, creating project delivery schedules and estimates and meeting with partner agencies to support project delivery.

- B. 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, subconsultants (if required), any project-related travel hours and mileage budget (if applicable), and any necessary permits 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 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 of the written 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 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 or exceeds the cumulative total of the not-to-exceed Contract amount.

- C. If a submittal is required to be an electronic file, Consultant shall produce the file in Microsoft Word 2003, Microsoft Excel 2003, Primavera Systems, Inc. project management software or 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 2004 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 XV, Default, Termination, and Cancellation, below.
- D. 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. 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 task. 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 to complete, unless County requests the aforementioned critical path schedule and Work Breakdown Structure, 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 Consultant's progress 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. County 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 work order number and task code for each assignment.

F. Consultant's Project Manager shall also be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (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 rendered under this Agreement.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire on January 30, 2011, or upon completion of all issued Task Orders, whichever is later.

ARTICLE III

Compensation for Services:

A. For services provided herein, including all deliverables described in the individual Task Orders and including the progress reports required by Article V, 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 invoice(s) detailing services rendered.

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

Exhibit A reflects billing rates for Professional Services and Technical Services that may be increased up to four percent (4%) per year to allow for cost of living adjustments, beginning January 1st of each year. On or before December 15th of each year, Consultant may submit a revised Fee Schedule for the Professional Services and Technical Services rates listed in Exhibit A to become effective

January 1st of the next year. Each revised Fee Schedule shall require written approval by County's Contract Administrator prior to using the new rates on January 1st and shall be attached as an addendum to this Agreement.

Beginning on the effective date of this Amendment and continuing through 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.

Amended Exhibit A reflects billing rates for Professional Services and Technical Services that may be increased up to four percent (4%) per year to allow for cost of living adjustments, beginning January 1, 2010. On or before December 15th, 2009 and on or before December 15th of each year thereafter, Consultant may submit a revised Fee Schedule for the Professional Services and Technical Services rates listed in Amended Exhibit A to become effective January 1st of the next year. Each revised Fee Schedule shall require written approval by County's Contract Administrator prior to using the new rates on January 1st and 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's Project Manager amend the Task Order.

The total amount of this Agreement shall not exceed \$975,000, as amended, inclusive of all costs, Task Orders, work of subconsultants and expenses.

- 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. 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.
- C. For project-related tasks related to services other than construction support and construction inspection services, County agrees to pay for travel hours and mileage expenses, based on an approved budget in accordance with Article I, Section B. For tasks calling for construction support and construction inspection services, Consultant and any authorized subconsultants are expected to report to DOT's office in South Lake Tahoe, California, or directly to the construction project site, as applicable, based on a mutually agreeable schedule and Consultant and any authorized subconsultants will not be compensated for travel hours or mileage expenses. There shall be no markups allowed on travel hours for Consultant or any subconsultant. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, 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, 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 V, 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 XV, Default, Termination, and Cancellation.

ARTICLE XVI

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
2850 Fairlane Court
Placerville, California 95667

Attn.: James W. Ware
Deputy Director
Planning Division

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:

Nichols Consulting Engineers, Chtd.
1885 S. Arlington Avenue, Suite 111
Reno, Nevada 89509

Attn.: Jason Drew, Senior Scientist

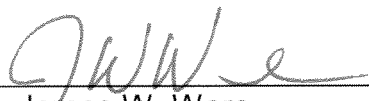
or to such other location as Consultant directs.

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is James W. Ware, Deputy Director, Planning Division, Department of Transportation, or successor.


Except as herein amended, all other parts and sections of Agreement for Services # 06-1018 and Amendment I to Agreement for Services # AGMT 06-1018 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: 
James W. Ware
Deputy Director
Planning Division
Department of Transportation

Dated: 12/15/08

Requesting Department Concurrence:

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

Dated: 12/15/08

IN WITNESS WHEREOF, the parties hereto have executed this Amendment II to Agreement for Services # AGMT 06-1018 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: _____

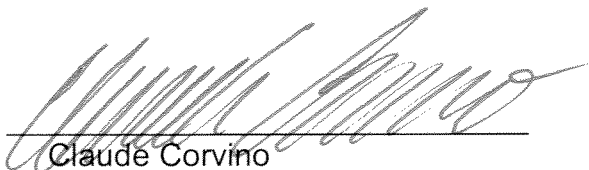
Board of Supervisors
"County"

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- NICHOLS CONSULTING ENGINEERS, CHTD. --

By: _____
Claude Corvino
President
"Consultant"

Dated: 12/17/08

By: _____
Debra Smith
Chief Financial Officer

Dated: 12/17/08