

Stantec Consulting Inc.

As-needed Planning, Design and Project Management Services

AGREEMENT FOR SERVICES # AGMT 04-607

THIS AGREEMENT, 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; whose agent for service of process is Corporation Service Company, doing business in California as CSC – Lawyers Incorporating Service, 2730 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833; and whose local office address is 2590 Venture Oaks Way, Sacramento, CA 95833, (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a consultant to assist its Department of Transportation (DOT) 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 (EIP); and

WHEREAS, Consultant has represented to County that it is specially trained, experienced, expert, and competent to perform the special services required hereunder, and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws; and

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest, and authorized by El Dorado County Charter, Section 210(b)(6) and/or Government Code 31000;

NOW, THEREFORE, County and Consultant mutually agree 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-needed 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 Tahoe Engineering Unit (TEU) staff in delivering EIP projects and to assist with programmatic needs when requested. Tasks may include, but are not limited to, engineering design, project management, project delivery, mapping, construction management, construction inspection, surveying, materials testing, hydrology and hydraulic calculations, developing and overseeing

monitoring plans for design criteria and/or Best Management Practices (BMP) effectiveness, and slope/soil stabilization and revegetation.

Upon County's request, Consultant agrees to furnish a senior-level Project Manager to function as staff augmentation for DOT's TEU. Said Project Manager shall work at DOT's TEU office in South Lake Tahoe, California, approximately one day per week based on a mutually agreeable schedule. Services shall include, but not be limited to, those tasks assigned by County's Contract Administrator, or designee, such as attending project-related staff meetings, creating project delivery schedules and estimates, coordinating and facilitating project development team meetings, meeting with partner agencies to manage the project delivery, and/or managing other consultants under contract with County. Consultant shall provide a laptop computer, as necessary to perform these services.

Consultant and County agree that construction management and construction inspection services shall be considered staff augmentation services. Pursuant to Article III, Section C, of this Agreement, Consultant will not be compensated for travel hours or mileage expenses for staff augmentation services. All other services shall be determined when a Task Order is issued, as described in Section B of this Article I.

- B. The specific services for each assignment shall be determined at a meeting or telephone conference between the Consultant and a County DOT representative to discuss the needs, applicable design standards, required deliverables, specific Consultant staff, subconsultants (if required), project-related travel hours and mileage budget, and any necessary permits on a task-by-task basis. Following the meeting, Consultant shall provide DOT with a scope of work, a schedule, and a not-to-exceed cost to complete the work (Task Order), which shall require approval, authorization, and notification to proceed from the 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.

The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No payment will be made for any work performed after the period of performance in the Task Order, unless County's Contract Administrator and Consultant's Project Manager amend the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.

- C. If a submittal is required to be an electronic file, Consultant shall produce the file in Microsoft Word 2000, Microsoft Excel 2000, Primavera P3e/c, and 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 2i 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 XIV. County releases Consultant from any liability arising from modifications to electronic files made by County or its agents and for reuse of the files for any purpose other than the purpose for which the files were originally intended.

- D. County is working with the Tahoe Regional Planning Agency to develop a project management system that utilizes Primavera P3e/c software. 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, which is compatible with the aforementioned project management system. 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. 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. In addition to the time spent working at the TEU office in South Lake Tahoe, Consultant's Project Manager shall also be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within 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 referenced in this Article.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire October 31, 2006.

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. 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 \$750,000, 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 TEU 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
2850 Fairlane Court
Placerville, California 95667

ARTICLE IV

Quality Control: Consultant shall have a quality control plan in effect during the entire time work is being performed under this Agreement. Consultant shall provide County with a general overview of Consultant's quality control plan in the form of a written outline. Consultant shall also identify critical quality control reviews for the major deliverables within each Task Order schedule. The plan shall take into account the following:

1. The plan shall establish a process whereby calculations and plans are independently checked, corrected and back-checked, all draft and final reports are reviewed for accuracy, completeness, and readability before submittal, and all job-related correspondence and memoranda are routed and received by affected persons and then filed in the appropriate Task Order file.
2. Consultant is responsible for the accuracy and completeness of all data, plans, specifications and estimates prepared by Consultant under this Agreement and shall check all such material accordingly.
3. Consultant is responsible for a detailed review of design components and related details, and the accuracy with which such designs are depicted on the plans and the details.
4. Plans, designs, estimates, calculations, reports and other documents furnished under each Task Order shall be of a quality acceptable to the County's Contract Administrator, or designee.
5. A design, estimate, calculation, report or other document furnished under each Task Order is of acceptable quality when it is neat in appearance, well-organized, technically and grammatically correct, and checked.
6. The minimum standard of appearance, organization, and content of the drawings and reports shall be that of similar types utilized by County. County will provide examples to Consultant.
7. The page identifying the preparer of engineering reports, the title sheet for specifications, and each sheet of plans shall bear the professional seal, certificate number, registration classification, expiration date of the certificate, and the signature of the professional engineer(s) responsible for its preparation.
8. Consultant shall maintain a complete project file for each Task Order performed under this Agreement. This file shall be made available to the County's Contract Administrator, or designee, during normal County working hours and shall be transferred to County upon completion of work under the Task Order.

County's Contract Administrator, or designee, shall decide all questions pertaining to the quality or acceptability of deliverables furnished and work performed under this Agreement.

ARTICLE V

Progress Reports: Upon issuance of a Task Order, Consultant shall submit progress reports at an interval that is commensurate with the needs of the task(s) 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 County's 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 problems encountered so remedies can be developed. 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, commensurate with the standard template Work Breakdown Structure provided by County (if applicable), and as modified by the requirements of the specific Task Order(s).

ARTICLE VI

License: Consultant represents that it is duly licensed in good standing by the State of California to perform the services under this Agreement, and that Consultant shall maintain said license in good standing throughout the term of this Agreement.

ARTICLE VII

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, ownership and title to all reports, documents, maps, specifications, and estimates, etc., produced as part of this Agreement will automatically be vested in County and no further agreement will be necessary to transfer ownership to County. Consultant shall furnish County all necessary copies of data needed to complete the review and approval process.

County assumes all risk of, and hereby releases Consultant from, any liability arising or allegedly arising out of any reuse or modification of such reports, documents, maps, specifications, and estimates (hereinafter referred to as "work product") by County or any person or entity that acquires or obtains Consultant's work product from or through County for uses that are not expressly intended by the scope of services of the associated Agreement Task Orders.

ARTICLE VIII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in the Consultant's Project Manager, design team or subconsultants, which shall be established at the issuance of a Task Order, without prior written approval by County's Contract Administrator.

ARTICLE IX

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Consultant shall act as Consultant only to County and shall not act as Consultant to any other individual or entity affected by this

Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Consultant's responsibilities to County during term hereof.

ARTICLE X

Confidentiality: Consultant shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to the County Department of Transportation for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or termination of this Agreement.

ARTICLE XI

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Notwithstanding this Article, County may, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in Article I, Scope of Services, for the particular tasks, work, and deliverables identified therein. Said approval and authorization shall be sought and received by Consultant prior to subconsultants' commencement of work in accordance with Article I, Section B. Notwithstanding any provision to the contrary, at no time shall County be obligated to pay separately for subconsultant services.

ARTICLE XII

Independent Consultant/Liability: Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, associates, and subconsultants, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Consultant shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner, in accordance with good engineering practices, and shall be liable for its own negligence and negligent acts of its employees and subconsultants. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees or subconsultants.

ARTICLE XIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but