

## DKS Associates

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #402-S1611

**THIS FIRST AMENDMENT** to that Agreement for Services #402-S1611, 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 DKS Associates, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1970 Broadway, Suite 740, Oakland, California 94612, and whose local address is 8950 Cal Center Drive, Suite 340, Sacramento, California 95826 (hereinafter referred to as "Consultant");

### RECITALS

**WHEREAS**, Consultant has been engaged by County to provide traffic engineering and transportation planning services for its Community Development Agency pursuant to Agreement for Services #402-S1611, dated April 5, 2016, incorporated herein and made by reference a part hereof (herein after referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$189,075, amending **ARTICLE III, Compensation for Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update one (1) of County's notice recipients, amending **ARTICLE XVIII, Notice to Parties**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE XXXI, Contract Administrator**;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services #402-S1611 on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, paragraph six (6) of the Agreement is amended in its entirety to read as follows:

The total amount of this Agreement, inclusive of all costs, Task Orders, and Work Orders, and inclusive of all work of subconsultants and expenses shall not exceed \$339,075. It is understood and agreed that there is no guarantee this this amount will be authorized under this Agreement through Task Orders or Work Orders.

- II. **ARTICLE XVIII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XVIII**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing the 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  
Community Development Agency  
Long Range Planning Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Claudia Wade  
Sr. Civil Engineer

With a copy to:

County of El Dorado  
Community Development Agency  
Administration and Finance Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Michele Weimer  
Administrative Services Officer  
Contracts & Procurement Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

DKS Associates  
8950 Cal Center Drive, Suite 340  
Sacramento, California 95826

Attn.: John P. Long  
Principal


or to such other location as Consultant directs.

III. **ARTICLE XXXI, Contract Administrator,** of the Agreement is amended in its entirety to read as follows:

**ARTICLE XXXI, Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Claudia Wade, Sr. Civil Engineer, Long Range Planning Division, Community Development Agency, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #402-S1611 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
Claudia Wade  
Sr. Civil Engineer  
Long Range Planning Division  
Community Development Agency

Dated: 5/10/17

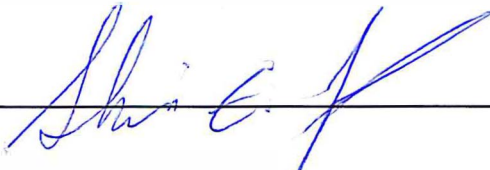
**Requesting Department Concurrence:**

By:   
Roger Niello  
Interim Director  
Community Development Agency

Dated: 5/11/17


**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #402-S1611 on the dates indicated below.

**--COUNTY OF EL DORADO--**

By:   
Board of Supervisors  
"County"

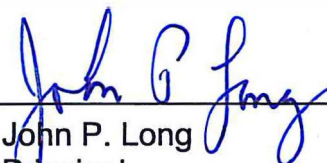
Dated: 5/23/17

Attest:  
James S. Mitrisin  
Clerk of the Board of Supervisors

By:   
Deputy Clerk

Dated: 5/23/17

**--DKS ASSOCIATES--**

By:   
John P. Long  
Principal  
"Consultant"

Dated: 5/3/2017