# Dokken Engineering As-Needed Planning and Design Services

# AGREEMENT FOR SERVICES #AGMT 05-777 Amendment I

THIS AMENDMENT I to that Contract # AGMT 05-777 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 Dokken Engineering, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2365 Iron Point Road, Suite 200, Folsom, California 95630, (hereinafter referred to as "Consultant");

#### RECITALS

WHEREAS, Consultant has been engaged by County to assist its Department of Transportation with as-needed planning and design review services necessary for project development pursuant to Agreement for Services # AGMT 05-777 incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 05-777 to increase the not-to-exceed compensation amount of the Agreement by \$100,000, amending ARTICLE III Compensation for Services; and

WHEREAS, the parties hereto desire to amend Agreement for Services #AGMT 05-777 to change the title of one of County's notices recipients and to change Consultant's address for notices, amending ARTICLE XII Notice to Parties; and

WHEREAS, the parties hereto desire to amend Agreement for Services #AGMT 05-799 to change the title of County's Contract Administrator, amending ARTICLE XXI Administrator;

NOW, THEREFORE, County and Consultant mutually agree to amend the terms of the Agreement in this Amendment I to Agreement for Services # AGMT 05-777, to read as follows:

#### 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, the billing rates shall be in accordance with Exhibit A, marked "El Dorado County Rate Schedule," incorporated herein and made by reference a part hereof.

Travel and/or mileage expenses, if applicable, shall be paid in accordance with County's Travel Policy (No. D-1), Sections 4 and 5, attached hereto as Exhibit B, marked "Board of Supervisors Policy," incorporated herein and made by reference a part hereof.

The total amount of this Agreement, as amended, shall not exceed \$180,000, inclusive of all expenses.

Page 1 of 3

#### ARTICLE XII

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, Transportation Planning and Land Development

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Dokken Engineering 2365 Iron Point Road, Suite 200 Folsom, California 95630

Attn.: Richard T. Liptak, P.E.,

President

or to such other location as Consultant directs.

#### **ARTICLE XXI**

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

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 05-777 shall remain unchanged and in full force and effect.

**Requesting Department Concurrence:** 

Richard W. Shepard, P.E.

**Director of Transportation** 

With a Copy to:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

Attn: Tim C. Prudhel.

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**Contract Services Officer** 

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to Agreement for Services # AGMT 05-777on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

### -- COUNTY OF EL DORADO --

By: Supervisors "County"	Dated:	6/20/06	
Attach			

Attest:
Cindy Keck
Clerk of the Board of Supervisors

By: Sottup Value Dated: 6/20/06

## -- DOKKEN ENGINEERING --

By: Mary Botal.	Dated:	5/30	/Els
Richard T. Liptak	_	,	

Richard T. Liptak

President

"Consultant"

By: Ully Dated: 5/34/2006