

## DKS Associates

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

**THIS SECOND 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 Department of Transportation, Long Range Planning Unit, pursuant to Agreement for Services #402-S1611, dated April 5, 2016, and First Amendment to Agreement for Services #402-S1611, dated May 23, 2017, incorporated herein and made by reference a part hereof (hereinafter referred to as Agreement);

**WHEREAS**, the parties hereto have mutually agreed to extend the term of the Agreement, hereby amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$250,000 for a total not-to-exceed compensation of \$589,075, hereby amending **ARTICLE III, Compensation for Services**, and replacing Exhibit B with **Amended Exhibit B**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update two (2) 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 Second Amendment to Agreement for Services #402-S1611 on the following terms and conditions:

- I. **ARTICLE II, Term**, is amended in its entirety to read as follows:

#### **ARTICLE II**

**Term:** This Agreement shall become effective on March 25, 2016 and shall expire March 24, 2022.

**II. ARTICLE III, Compensation for Services**, paragraphs two (2) and six (6) of the Agreement is amended in its entirety to read as follows:

For the period beginning April 5, 2016 and continuing through the day before the effective date of this Second Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Second Amendment to the Agreement and continuing through the remaining term of the Agreement, unless a new fee schedule is approved by the Contract Administrator, for purposes hereof, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof. The billing rates specified in the Task Order or Work Order shall include direct salary cost, employee benefits, overhead and fee, as applicable. The rates listed in Amended Exhibit B may be adjusted annually upon the expiration of the date range listed herein with thirty (30) days advanced written notice from Consultant and written approval by County's Contract Administrator. The rate increase shall not exceed four percent (4%) annually. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement.

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 \$589,075. 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.

**III. ARTICLE XVIII, Notice to Parties**, 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  
Department of Transportation  
Long Range Planning Unit  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Natalie Porter  
Sr. Civil Engineer

With a copy to:

County of El Dorado  
Chief Administrative Office  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Michele Weimer  
Contracts & Procurement Manager

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.: Terry Klim  
Principal

or to such other location as Consultant directs.

**IV. 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 Natalie Porter, Sr. Civil Engineer, Long Range Planning Unit, Department of Transportation, or successor.

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

**Requesting Contract Administrator Concurrence:**

By:   
Natalie Porter  
Sr. Civil Engineer  
Long Range Planning Unit  
Department of Transportation

Dated: 2/12/19

**Requesting Department Concurrence:**

By:   
Rafael Martinez  
Director  
Department of Transportation

Dated: 2/13/19

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


--COUNTY OF EL DORADO--

By: 

Dated: 3/12/2019


Board of Supervisors  
"County"

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

By:   
Deputy Clerk

Dated: 3/12/2019

--DKS ASSOCIATES--

By:   
Terry Klim  
Principal  
"Consultant"

Dated: 2/6/19

**DKS Associates, Inc.  
Amended Exhibit B  
Amended Rate Schedule**

Item	Rate
<b>Labor</b>	
Principal	\$218.40 to \$286.00
Senior Engineer Planner	\$156.00 to \$218.40
Engineer/Planner	\$124.80 to \$156.00
Associate Engineer/Planner	\$109.20 to \$124.80
Assistant Engineer/Planner	\$93.60 to \$109.20
Graphics/CADD	\$83.20 to \$104.00
Administrative	\$72.80 to \$93.60

The above rates include standard overhead items.

Consultant may submit a new proposed Billing Schedule to the Contract Administrator, which shall require written approval and acceptance by County's Director of Transportation prior to the new rates becoming effective.

**Direct Expenses**

The rates in the table below apply to non-standard items. All outside services and expenses are billed at cost.

Item	Rate
Personal Auto Use	See Below*
Delivery	Actual Cost
Teleconferences, Long Distance Phone	Actual Cost
Outside Printing and Binding	Actual Cost
PDA's (Personal Digital Assistants)	\$2 per day

\*Reimbursement for mileage expenses for CONSULTANT and for any subconsultants, if applicable, shall be compensated in accordance with the provisions of ARTICLE III, Compensation for Services, of this Agreement.

The rates listed in Amended Exhibit B may be adjusted annually upon the expiration of the date range listed herein with thirty (30) days advanced written notice from Consultant and written approval by County's Contract Administrator. The rate increase shall not exceed four percent (4%) annually. Any rate increases authorized by County's Contract Administrator shall not increase the total not-to-exceed amount of the Agreement.