

**American Reprographics Company, LLC
doing business as
Brownie's Digital Imaging**

Printing and Reprographics Services

FIRST AMENDMENT TO AGREEMENT FOR SERVICES # AGMT 08-1672

THIS FIRST AMENDMENT to that Agreement for Services # AGMT 08-1672 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 American Reprographics Company, LLC, a limited liability company duly qualified to conduct business in the State of California, doing business as Brownie's Digital Imaging, whose principal place of business is 1981 North Broadway, Suite 385, Walnut Creek, California 94596 and whose local office address is 1322 V Street, Sacramento, California 95818 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide reproduction, printing and binding services including pick up and delivery of materials for the Department of Transportation pursuant to Agreement for Services # AGMT 08-1672, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 08-1672 to expand the scope of work to include reproduction of various materials to electronic files and to provide for the use of Contractor's PlanWell Enterprise™ online system, amending **ARTICLE I Scope of Services** and adding **Amended Exhibit A**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 08-1672 to extend the expiration date of June 30, 2009 for two additional years, amending **ARTICLE II Term**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 08-1672 to include a new fee schedule for the additional services to be performed under the Agreement, amending **ARTICLE III Compensation for Services** and adding **Amended Exhibit B**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 08-1672 to change one of County's notices recipients, amending **ARTICLE XI, Notice to Parties**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 08-1672 to change County's Contract Administrator, amending **ARTICLE XXI, Contract Administrator**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor mutually agree to amend the terms of the Agreement in this First Amendment to Agreement for Services # AGMT 08-1672, to read as follows:

ARTICLE I

Scope of Services:

For the period beginning with the effective date of this Agreement and continuing until June 30, 2009, Contractor agrees to furnish personnel, materials, equipment and services necessary to provide reproduction, printing and binding services, including pick up and delivery of materials, for the Department of Transportation. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof.

Before proceeding with any work under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Work Orders to be issued in accordance with this Agreement. The specific services for each assignment shall be determined at a meeting or telephone conference between Contractor and County's Contract Administrator, or designee, to discuss the needs, applicable standards and required deliverables, for each work assignment. Following the meeting, the Contract Administrator will issue Contractor a written project-specific Work Order identifying the services to be performed, the timeframe to complete the work, the required deliverables and the not-to-exceed compensation amount for each Work Order, prior to commencement of the work.

No payment will be made for any work performed prior to issuance of, or outside the parameters specified in, each written Work Order and no payment will be made in excess of the not-to-exceed amount of each Work Order. No Work Order shall be issued which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed contract amount.

For the period beginning July 1, 2009 and continuing through the remaining term of this Agreement, Contractor agrees to furnish personnel, materials, equipment and services necessary to provide reproduction, printing and binding services, electronic file conversion services, and use of its PlanWell EnterpriseTM online system, including pick up and delivery of materials, for the Department of Transportation. Services shall include, but not be limited to, those tasks as identified in Amended Exhibit A, marked "Amended Scope of Work," incorporated herein and made by reference a part hereof.

Before proceeding with any work under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Work Orders to be issued in accordance with this Agreement. The specific services for each assignment shall be determined at a meeting or telephone conference between Contractor and County's Contract Administrator, or designee, to discuss the needs, applicable standards and required deliverables, for each work assignment. Following the meeting, the Contract

Administrator will issue Contractor a written project-specific Work Order identifying the services to be performed, the timeframe to complete the work, the required deliverables and the not-to-exceed compensation amount for each Work Order, prior to commencement of the work.

No payment will be made for any work performed prior to issuance of, or outside the parameters specified in, each written Work Order and no payment will be made in excess of the not-to-exceed amount of each Work Order. No Work Order shall be issued which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed contract amount.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire three (3) years thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including all deliverables described in individual Work Orders issued pursuant to this Agreement, County agrees to pay Contractor for each completed work assignment monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing services rendered.

For the purposes hereof, the period beginning with the effective date of this Agreement and continuing until June 30, 2009, 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 July 1, 2009 and continuing through the remaining term of this Agreement, 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 total amount payable by County for an individual Work Order shall not exceed the amount stated in the Work Order, unless County's Contract Administrator and Contractor amend the Work Order.

The total amount of this Agreement shall not exceed \$90,000, inclusive of all Work Orders, costs and expenses.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-provided Work Order number both on their faces and on any enclosures or back-up documentation. Copies of documentation attached to invoices shall reflect Contractor's charges for the specific services billed on those invoices. Contractor shall bill County for only one Work Order per invoice. 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.

ARTICLE XI

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
4505 Golden Foothill Parkway
El Dorado Hills, California 95762

Attn.: Chuck Pazzi,
Supervising Civil Engineer

With a Copy To:

County of El Dorado
Department of Transportation
2750 Fairlane Court
Placerville, California 95667

Attn: Tim C. Prudhel,
Contract Services Officer

or to such other location as County directs.

Notices to Contractor shall be addressed as follows:

American Reprographics Company, LLC
dba Brownie's Digital Imaging
1322 V Street
Sacramento, California 95818

Attn.: Mark Roberts, Vice President

or to such other location as Contractor directs.

ARTICLE XXI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Chuck Pazzi, Supervising Civil Engineer, Roadway Design Division, Department of Transportation, or successor.


Except as herein amended, all other parts and sections of Agreement for Services # AGMT 08-1672 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By:  _____
Chuck Pazzi
Supervising Civil Engineer,
Roadway Design Division
Department of Transportation

Dated: JUNE 4th, 2009

Requesting Department Concurrence:

By:  _____
James W. Ware, P.E.
Director of Transportation

Dated: 3 June 09

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # AGMT 08-1672 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: _____ Dated: _____
Deputy Clerk

**-- AMERICAN REPROGRAPHICS COMPANY, LLC
dba BROWNIE'S DIGITAL IMAGING --**

By: _____ Dated: _____
Mark Roberts
Vice President
"Contractor"

**American Reprographics Company, LLC
dba Brownie's Digital Imaging**

Amended Exhibit A

Amended Scope of Work

Contractor agrees to provide reproduction, printing and binding services to include pick up and delivery of materials to El Dorado County Department of Transportation (DOT) facilities. Services shall include, but not be limited to the following:

Reproduction of materials from vellums, mylars, paper, or electronic originals.

Reproduction of various materials to electronic files

Use of the PlanWell Enterprise™ system as an option for reproducing, selling and/or storing of plans and documents.

Reproduction of black and white copies of varying sizes, including but not limited to 8.5 x 11", 11 x 14", 11 x 17", 24 x 36", and 36 x 48" sheets.

Reproduction of color copies of varying sizes, including but not limited to 8.5 x 11", 11 x 14", 11 x 17", 24 x 36", and 36 x 48" sheets.

Reproduction from originals of mixed sizes.

Reproduction onto white or colored sheets of paper, and/or card stock.

Collating and stapling of documents.

Binding of documents of varying sizes and mixed originals.

Creation of mylars from electronic or printed originals.

Mounting various sizes of documents onto foamcore.

Turnaround time shall be two days from the date and time of pickup from DOT, or as specified in the individual Work Orders issued pursuant to the Agreement.

Pickup may be at any DOT facility on the western slope of El Dorado County and delivery may be to the same or to another DOT facility on the western slope of El Dorado County between the El Dorado County line up to and including the City of Placerville.

**American Reprographics Company, LLC
dba Brownie's Digital Imaging**

**Amended Exhibit B
Amended Rate Schedule**

Construction Prints 1:1 bond	
24" X 36"	\$.42 per sheet
30" X 42"	\$.64 per sheet
Half Size	
12" X 18"	\$.21 per sheet
11" X 17"	\$.21 per sheet
15" X 21"	\$.32 per sheet
Mylar	
24" X 36"	\$18.00 per sheet
30" X 42"	\$27.00 per sheet
Edge Binding	\$1.75 each
Stapling	\$.65 each
Small Document Copies 8.5" X 11"	\$.035 per copy flat rate
Colored Paper	\$.01 add'l per impression
Small Document Copies 11" X 17"	\$.20 per impression
GBC Bind	
Under 1"	\$1.50 each
1.26" to 1.5"	\$2.10 each
Plastic Covers (letter)	\$.60 each
Plastic Cover (legal)	\$.90 each
Folding	\$.17 each
Color Copies 8.5" X 11"	\$.46 per copy
Color Copies 11" X 17"	\$.99 per copy
Card Stock	\$.17 per sheet
Screw Post Binding	\$4.00 each
Comb Bind Under 1"	\$1.50 each
PDF Conversion	\$.75 per sheet
First Out Plotting or from CD/DVD	\$.25 per square ft.
Copies on CD/DVD	\$10.00 each
PlanWell™ Posting Charge (Plans)	\$ 1.00 per sheet one time set up charge
PlanWell™ Posting Charge (Specifications)	\$.10 per sheet one time set up charge
Delivery and Pickup Charge	\$ 7.70 per invoice
Other Services	Prices Quoted Upon Request