

ORIGINAL

FEB 16 2010

**Dowling Associates, Inc.**

**Traffic Engineering and Transportation Planning Services**

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES # AGMT 08-1661**

**THIS FIRST AMENDMENT** to that Agreement for Services # AGMT 08-1661 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 Dowling Associates, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 180 Grand Avenue, Suite 250, Oakland, California 94612, and whose local office address is 428 J Street, Suite 500, Sacramento, California 95614 (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, Consultant has been engaged by County to assist its Department of Transportation with traffic engineering and transportation planning services pursuant to Agreement for Services # AGMT 08-1661, incorporated herein and made by reference a part hereof;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 08-1661 to extend the expiration date of June 2, 2010 for one (1) additional one (1) year term, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 08-1661 to include a new fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services** and adding **Amended Exhibit B**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 08-1661 to change one of County's notices recipients, amending **ARTICLE XV, Notice to Parties**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 08-1661 to change County's Contract Administrator, amending **ARTICLE XXV, 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 # AGMT 08-1661, as follows:

**ARTICLE II, Term of the original Agreement, is deleted in its entirety and the following Article is added in its place to read as follows:**

## ARTICLE II

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire on June 2, 2011.

**ARTICLE III, Compensation for Services of the original Agreement, is deleted in its entirety and the following Article is added in its place to read as follows:**

## ARTICLE III

**Compensation for Services:** For services provided herein, including all deliverables described in individual Task Orders issued pursuant to this Agreement, and including the progress reports required by Article IV, Progress Reports, below, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing the services rendered.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until June 2, 2010, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof. The labor rates indicated in Exhibit B are subject to increases of not more than four percent (4%) per year on December 15, 2008 and again on December 15, 2009. On or before December 15<sup>th</sup> of each year, Consultant may submit its proposed revised labor rates, which shall require acceptance and written approval by County's Contract Administrator prior to the new rates becoming effective.

For the period beginning June 3, 2010 and continuing through the remaining term of this Agreement, as amended, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof.

For the entire term of this Agreement, as amended, the following provisions shall apply:

- A. Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Any reimbursements for mileage will only be made if such expenses are included in the budget of an approved and fully executed Task Order issued pursuant to this Agreement.
- B. Travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses other than mileage) will not be reimbursed for any services performed under this Agreement.
- C. 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 amend the Task Order.
- D. The total amount of this Agreement, inclusive of all costs, Task Orders and expenses, shall not exceed \$500,000.

E. Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-provided Task Order number both on their faces and on any enclosures or back-up documentation. Consultant shall bill County for only one Task Order per invoice. Consultant shall attach a copy of each notification to proceed required under the provisions of Article I, Scope of Services, and copies of any progress reports required under the provisions of Article IV, Progress Reports, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. 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.

F. In the event that Consultant fails to deliver, in the format specified, the deliverables required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables are received, or proceed as set forth in Article XIV, Default, Termination, and Cancellation.

**ARTICLE XV, Notice to Parties, of the original Agreement, is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE XV**

**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.: Eileen Crawford,  
Supervising Civil Engineer

With a Copy to:

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

Attn.: Tim C. Prudhel,  
Contract Services Officer

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Dowling Associates, Inc.  
428 J Street, Suite 500  
Sacramento, California 95614

Attn.: Richard G. Dowling, President

or to such other location as Consultant directs.

**ARTICLE XXV, Contract Administrator, of the original Agreement, is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE XXV**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Eileen Crawford, Supervising Civil Engineer, Department of Transportation, or successor.


Except as herein amended, all other parts and sections of Agreement for Services # AGMT 08-1661 shall remain unchanged and in full force and effect.

**Contract Administrator Concurrence:**

By:   
Eileen Crawford  
Supervising Civil Engineer  
Transportation Planning & Land  
Development Division  
Department of Transportation

Dated: 2/10/2010

**Requesting Department Concurrence:**

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

Dated: 2/9/10

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services # AGMT 08-1661 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: \_\_\_\_\_

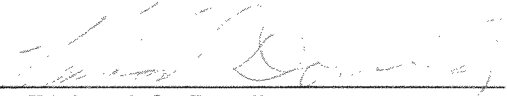
Board of Supervisors  
"County"

Attest:  
Suzanne Allen de Sanchez  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy Clerk

Dated: \_\_\_\_\_

**-- DOWLING ASSOCIATES, INC. --**

By:   
Richard G. Dowling  
President  
"Consultant"

Dated: Feb 17, 2010

By:   
Corporate Secretary  
Chief Financial Officer

Dated: Feb 17, 2010

**Dowling Associates, Inc.**

**Amended Exhibit B**

**Amended Fee Schedule**

**Labor Rates**

<b>Classifications</b>	<b>Hourly Rate</b>
President	\$312
Principal	\$190-\$220
Principal Associate	\$170-\$180
Research Engineer/Planner	\$160-\$220
Senior Engineer/Planner	\$140-\$170
Associate Engineer/Planner	\$120-\$125
Accounting	\$150-\$187
Graphic Artist	\$90-\$100
Executive Assistant	\$70-\$90

Expert witness charges available upon request.

The above rates include standard overhead items.

**Direct Expenses**

The rates in the table below apply to non-standard items. All outside services and expenses are billed at cost, plus administrative cost of fifteen percent (15%).

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
Plotter maps and charts	\$6 per square foot

- \* Reimbursement for mileage expenses, if applicable, shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage expenses are incurred. Any reimbursement for mileage will only be made if such expenses are included in the budget of an approved and fully executed Task Order issued pursuant to this Agreement.