

## Mark Thomas & Company, Inc.

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #157-S1411

**THIS FIRST AMENDMENT** to that Agreement for Services #157-S1411, 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 Mark Thomas & Company, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1960 Zanker Road, San Jose, California 95112, and whose local office address is 7300 Folsom Boulevard, Suite 203, Sacramento, California 95826 (hereinafter referred to as "Consultant");

### R E C I T A L S

**WHEREAS**, Consultant has been engaged by County to provide design services during construction for its U.S. 50/Silva Valley Parkway Interchange – Phase 1 Project for its Community Development Agency pursuant to Agreement for Services #157-S1411, dated October 29, 2013, incorporated herein and made by reference a part hereof (herein after referred to as "Agreement");

**WHEREAS**, the parties hereto have mutually agreed to amend the Agreement to increase the not-to-exceed amount of the Agreement by \$154,387.00, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit C**;

**WHEREAS**, the parties hereto have mutually agreed to amend **ARTICLE XVII, Notice to Parties**, to update County's Notice Recipients;

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows on the following terms and conditions:

- I. **ARTICLE III, Compensation for Services**, paragraphs C and E of the original Agreement are amended in their entirety to read as follows:
  - C. For services provided herein and described as Items of Work on Exhibit A, Scope of Work, the cost allocation and subconsultant assignment per Item of Work shall be in accordance with Amended Exhibit C, marked "Amended Cost Proposal\*," incorporated herein and made by reference a part hereof.
  - E. The total amount of this Agreement, including all of the services detailed in Exhibit A, and including any Optional Tasks which may be assigned, and inclusive of all work of subconsultants, costs, expenses, and Work Orders shall not exceed \$492,387.00.

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

**ARTICLE XVII**

**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  
Community Development Agency  
Transportation Division  
2441 Headington Road  
Placerville, California 95667

Attn.: John H. Kahling, P.E.  
Deputy Director, Engineering  
Headington Engineering Unit

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:

Mark Thomas & Company, Inc.  
7300 Folsom Blvd., Suite 230  
Sacramento, California 95826

Attn.: Robert A. Himes  
President

or to such other location as Consultant directs.

Except as herein amended, all other parts and sections of Agreement for Services #157-S1411 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By: \_\_\_\_\_

John H. Kahling, P.E.  
Deputy Director, Engineering  
Headington Engineering Unit  
Transportation Division  
Community Development Agency

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

**Requesting Division Concurrence:**

By: \_\_\_\_\_

Bard R. Lower  
Transportation Division Director  
Community Development Agency

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

**Requesting Department Concurrence:**

By: \_\_\_\_\_

Steven M. Pedretti, Director  
Community Development Agency

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

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #157-S1411 on the dates indicated below. The effective date of this Amendment shall be August 1, 2015.

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

By: \_\_\_\_\_

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

Board of Supervisors  
"County"

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

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

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

**-- MARK THOMAS & COMPANY, INC. --**

By: \_\_\_\_\_  
Robert A. Himes  
President  
"Consultant"

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

By: \_\_\_\_\_  
Robert (Matt) Brogan  
Corporate Secretary

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

**Mark Thomas & Company, Inc.**  
**AGREEMENT FOR SERVICES #157-S1411**

**Amended Exhibit C**  
**Amended Cost Proposal\***

<b>Item of Work</b>	<b>Description</b>	<b>Not-To-Exceed Amount**</b>	<b>Consultant/Subconsultant</b>
Item of Work A.	Project Management	\$20,000.00	Mark Thomas & Company, Inc.
Item of Work B.	Construction Support (General)	\$160,000.00	Mark Thomas & Company, Inc.
Item of Work C.	Construction Support (Geotechnical)	\$20,000.00	Mark Thomas & Company, Inc. / Blackburn Consulting
Item of Work D.	Construction Support (Biological/Environmental)	\$66,329.00	Mark Thomas & Company, Inc. / Foothill Associates (\$36,500.00); LSA Associates, Inc. (\$7,500.00)
Item of Work E.	Construction Support (Signals/Electrical)	\$30,750.00	Mark Thomas & Company, Inc. / Fehr & Peers
Item of Work F.	Construction Support (Archaeological)	\$29,000.00	Mark Thomas & Company, Inc. / Ric Windmiller
Item of Work G.	Finalize Project Records/Prepare Record Drawings	\$10,000.00	Mark Thomas & Company, Inc.
Item of Work H.	Post-Construction Record of Survey and Monumentation	\$131,308.00	Mark Thomas & Company, Inc.
<b>Items of Work A – H Subtotal:</b>		<b>\$467,387.00</b>	
Optional Tasks	Assigned by Work Orders	\$25,000.00	Determined by Work Orders
<b>Optional Tasks Subtotal:</b>		<b>\$25,000.00</b>	
<b>Total Not-To-Exceed Amount of Agreement</b>		<b>\$492,387.00</b>	

\*All expenses and their distribution among Items of Work are estimates only. This exhibit represents the composition of the total not-to-exceed budget for this Agreement. In the performance of the scope of services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among personnel and among the various Items of Work identified herein (not including subconsultants), subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

\*\*The Not-To-Exceed Amounts are inclusive of any markups for subconsultant services and direct costs associated with each Item of Work.