

## Ghirardelli Associates, Inc.

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #381-S1511

**THIS FIRST AMENDMENT** to that Agreement for Services #381-S1511 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 Ghirardelli Associates, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2055 Gateway Place, Suite 410, San Jose, California 95131, and whose local office address is 770 L Street, Suite 950, Sacramento, California 95814 (hereinafter referred to as "Consultant");

#### R E C I T A L S

**WHEREAS**, Consultant has been engaged by County to provide construction support services for the Community Development Agency pursuant to Agreement for Services #381-S1511, dated February 26, 2015, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to augment the scope of work, amending **ARTICLE I, Scope of Services**, and adding **Exhibit A-1, Additional Scope of Work**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$288,482, amending **ARTICLE III, Compensation for Services**, adding **Exhibit A-1**, and replacing **Exhibit C, Cost Proposal\***, with **Amended Exhibit C, Amended Cost Proposal\***;

**WHEREAS**, the parties hereto desire to amend the Agreement to add **Exhibit A-1**, amending **ARTICLE V, Standards for Work**;

**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 the Agreement as follows:

Exhibit C is replaced in its entirety with Amended Exhibit C, attached hereto and incorporated herein by reference. All references to Exhibit C throughout the Agreement are substituted with Amended Exhibit C.

**ARTICLE I, Scope of Services, sections B, C, F, and last paragraph of the Agreement are amended to read as follows:**

## ARTICLE I

### Scope of Services:

- B. Consultant shall perform all professional and technical services, work and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, if any, materials, equipment, and vehicles necessary to provide construction support and associated services. Services shall include, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," and Exhibit A-1, marked "Additional Scope of Work," incorporated herein and made by reference a part hereof, or as identified in the individual Task Orders, as applicable, to be issued in accordance with this Agreement.

Unless otherwise indicated below, and notwithstanding any other provision of this Agreement to the contrary, deliverables for the specific Items of Work to be provided under Exhibit A and Exhibit A-1 shall be as specified therein, shall be prepared using the software described in Section E of this Article and shall be submitted in accordance with the timeframes and formats specified in Exhibit A and Exhibit A-1. Adjustments to the completion times specified in Exhibit A and Exhibit A-1 may only be made in accordance with the written approval (may consist of an email) of County's Contract Administrator or designee.

County's Contract Administrator will issue Consultant a single written Notice to Proceed for Items of Work A, B, and C identified in Exhibit A (not including Exhibit A-1), and Consultant shall not commence work on any Item of Work until receiving the Notice to Proceed. No payment will be made for any work performed prior to the date specified in the Notice to Proceed.

Unless otherwise indicated, receipt of this executed Amendment is Consultant's Notice to Proceed with the services specified in Exhibit A-1 herein. No payment will be made for any work performed in accordance with Exhibit A-1 prior to the effective date of this Amendment.

- C. In addition to the specific services identified in Exhibit A and Exhibit A-1, this Agreement may also include Optional Tasks, as subsequently identified during the course of work under this Agreement by County's Contract Administrator, related to the Scope of Work as identified as Optional Tasks in Exhibit A. Such Optional Tasks may supplement, expand or otherwise modify the Scope of Work or may include, but not be limited to, tasks that are deemed critical by County's Contract Administrator to the furtherance of the Project.

The specific services for each Optional Task assignment shall be determined at a meeting or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, subconsultants, if applicable, and any necessary permits on a task-by-task basis. Following the meeting, Consultant shall provide County's Contract Administrator with a written scope of work, a

schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to-exceed cost itemization to complete the work (resulting in a Task Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work.

Consultant shall provide County's Contract Administrator with the names and titles of Consultant's representatives that are authorized to bind Consultant by signing Task Orders and Task Order Amendments on Consultant's behalf. Consultant's notification of individuals authorized to execute Task Orders and Task Order Amendments on Consultant's behalf shall be communicated to County in accordance with the provisions of ARTICLE XIX, Notice to Parties, of this Agreement.

The period of performance shall be in accordance with the dates specified in the Notice to Proceed or Task Order. No payment will be made for any work performed before or after the period of performance in the Notice to Proceed or Task Order, unless County's Contract Administrator and Consultant amend the Notice to Proceed or Task Order. No Notice to Proceed or Task Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Agreement Amount.

- F. Consultant shall submit all deliverables to County's Contract Administrator, or designee, in accordance with completion time schedules identified in Exhibit A and Exhibit A-1, or in the individual Task Orders that may be issued pursuant to this Agreement for Optional Tasks. County's review of deliverables will ensure that Consultant's work meets a level of acceptability as determined by the Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by the Contract Administrator. Failure to submit the required deliverables in the formats required shall be grounds for termination of the Agreement, as provided in ARTICLE XVIII, Default, Termination, and Cancellation, herein.

All of the services included in this Article, Exhibit A, and Exhibit A-1 hereto, are the responsibility of Consultant, unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant, if any, for services rendered under this Agreement.

**ARTICLE III, Compensation for Services, paragraphs 1, 6 and 7 of the Agreement are amended to read as follows:**

**ARTICLE III**

**Compensation for Services:** For services provided herein, including all of the deliverables described in Exhibit A, Exhibit A-1, and in the individual Task Orders issued, if applicable, pursuant to this Agreement, and including all of the forms and

reports required under the DBE provisions of this Agreement; and including the progress reports required in ARTICLE VII, Progress Reports, below, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of itemized invoices detailing services rendered.

For the purposes of budgeting the items of work identified in Exhibit A and Exhibit A-1, the maximum allowable billing amounts for each item of work are described in Amended Exhibit C. The amounts indicated in Amended Exhibit C represent the composition of the total not-to-exceed budget for the various tasks. In the performance of the scope of services to be provided under this Agreement, Consultant may request to reallocate the expenses listed in Amended Exhibit C among the various Scope of Work tasks and items of work, Other Direct Costs, and Optional Tasks identified therein (not including subconsultants, if any), 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 total amount of this Agreement, including all of the services detailed in Exhibit A and Exhibit A-1, including the Optional Tasks, if any, which may be assigned, and inclusive of all work of subconsultants, if any, and expenses shall not exceed \$888,482. It is understood and agreed that there is no guarantee that this amount will be authorized under this Agreement through Task Orders.

**ARTICLE V, Standards for Work, paragraph 3 of the Agreement is amended to read as follows:**

All of Consultant's services and deliverables must adhere to current County, Caltrans, and federal requirements for project development and shall be made available to County and to Caltrans for review and approval at the appropriate stages specified in Exhibit A and Exhibit A-1 or in the Task Orders issued for Optional Tasks pursuant to the Agreement or upon request by County's Contract Administrator.

Except as herein amended, all other parts and sections of Agreement for Services #381-S1511 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

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

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

Matthew D. Smeltzer, P.E.  
Deputy Director, Engineering  
Fairlane Engineering Unit  
Transportation Division  
Community Development Agency

**Requesting Division Concurrence:**

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

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

Bard R. Lower  
Transportation Division Director  
Community Development Agency

**Requesting Department Concurrence:**

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

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

Steven M. Pedretti, Director  
Community Development Agency

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #381-S1511 on the dates indicated below.

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

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

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

Board of Supervisors  
"County"

Attest:

James S. Mitrising  
Clerk of the Board of Supervisors

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

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

Deputy Clerk

**-- GHIRARDELLI ASSOCIATES, INC. --**

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

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

Randall Bruner  
Executive Vice President /  
Chief Financial Officer  
"Consultant"

**Exhibit A-1**

**Additional Scope of Work**

Consultant shall implement the Item of Work detailed below in accordance with all of the terms and conditions, including the reporting and deliverable requirements of the Agreement.

In accordance with Article I, Scope of Services, of the Agreement, Consultant shall submit deliverables to County's Contract Administrator in the required format for review and approval. Consultant shall submit copies of the deliverables to Dustin Harrington, Senior Civil Engineer, at [dustin.harrington@edcgov.us](mailto:dustin.harrington@edcgov.us).

If changes in the Scope of Work of this Amendment are required, another amendment must be approved in writing and executed by County and Consultant.

Holdrege & Kull is Consultant's authorized subconsultant.

**ADDITIONAL SCOPE OF WORK**

**ADDITIONAL ITEM OF WORK B – Construction Management Services**

In accordance with County directives and the current editions of the *Caltrans Construction Manual* and the *Caltrans BCRP Manual*, Consultant shall perform construction management activities including, but not limited to, the following:

**15) Materials Testing (WBS Activity ID C110G)**

Consultant shall provide materials testing services including, but not limited to, the following:

- a. Bridge Bearing Pads (CTM 663)
- b. Mechanical Reinforcement Splices (CTM 670)
- c. Type B Joint Seal (CTM 673)
- d. Prestressing Steel Tensile Strength (ASTM A421/A416/A722/A882/A882M)
- e. Soil Nail Tensile Strength (ASTM A615/A615M/A706/A706M)

**Deliverables:** Consultant shall place all data, calculations, and correspondence pertaining to materials testing in the Project files within five (5) working days of creating or receiving such data, calculations, or correspondence.

# Ghirardelli Associates, Inc.

## Amended Exhibit C

### Amended Cost Proposal\*

#### Scope of Work

Item of Work - A	Pre-Construction Services	\$	8,499.20
Item of Work - B	Construction Management Services	\$	749,978.00
Item of Work - C	Post-Construction Services	\$	8,499.20
	Consultant Subtotal	\$	<u>766,976.40</u>

#### **Other Direct Costs**

\$ 5,000.00

#### **Subconsultant:**

Holdrege & Kull

\$ 25,000.00

#### Optional Tasks

\$ 91,505.60

\$ 91,505.60

**Total Proposed Agreement Budget Cost Estimate \$ 888,482.00**

\*All expenses and their distribution among Tasks 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 Work to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Scope of Work tasks and items of work, Other Direct Costs, and Optional Tasks 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.

#### Notes:

- (1) Listed as additional resources with no extended costs. Personnel available upon request for additional costs.
- (2) Total not-to-exceed amount based on County furnishing one (1) inspector as specified in the RFP.
- (3) Rates include: Vehicle, mileage, laptop computer, camera, and cellular phone.
- (5) Overtime billed in accordance with prevailing wage State and Federal labor laws.