

**Pattison & Associates, Inc.**

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES # AGMT 12-53607**

**THIS FIRST AMENDMENT** to that Agreement for Services # AGMT 12-53607 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 Pattison & Associates, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2378 Maritime Drive, Suite 110, Elk Grove, California 95758, (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, Consultant has been engaged by County to provide right of way appraisal services for the Community Development Agency pursuant to Agreement for Services # AGMT 12-53607, dated March 19, 2013, incorporated herein and made by reference a part hereof;

**WHEREAS**, the parties hereto desire to amend the Agreement to extend the expiration date of March 18, 2016 for one (1) additional year, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 12-53607 to increase the not-to-exceed compensation amount of the Agreement by \$50,000, and 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 the Agreement to update County's notice recipients and Consultant's address, amending **ARTICLE XVII, Notice to Parties**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update Consultant's working office address, amending **ARTICLE XXIX, Working Office**;

**WHEREAS**, the parties hereto desire to amend the Agreement to change County's Contract Administrator, amending **ARTICLE LVIII, Contract Administrator**;

**WHEREAS**, the parties hereto have mutually agreed to amend the Agreement to add **ARTICLE LXII, Change of Address**; **ARTICLE LXIII, Taxes**; **ARTICLE LXIV, No Third Party Beneficiaries**; and **ARTICLE LXV, Counterparts**; to reflect updated County contracting provisions;

**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 12-53607, as follows:

All references in the Agreement to Exhibit B shall be deemed to refer to Amended Exhibit B, attached hereto and incorporated herein by reference.

**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 upon final execution by both parties hereto and shall expire four (4) years thereafter.

**ARTICLE III, Compensation for Services, paragraphs B. and F. of the original Agreement is amended in its entirety to read as follows:**

B. For the period beginning with the effective date of this Agreement and continuing through the day before the effective date of this First Amendment to Agreement for Services # AGMT 12-53607, the billing rates shall be in accordance with Exhibit B, marked "FEE SCHEDULE," incorporated herein and made by reference a part hereof.

On the effective date of this First Amendment and continuing through the remaining term of the 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.

F. The total amount of this Agreement, inclusive of all costs, Task Orders and Work Orders, and inclusive of all work of any authorized subconsultants and expenses shall not exceed \$190,000.

**ARTICLE XVII, Notice to Parties, of the Agreement is deleted in its entirety and the following Article is added in its place 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  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Bard R. Lower  
Transportation Division Director

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:

Pattison & Associates, Inc.  
2378 Maritime Drive, Suite 110  
Elk Grove, California 95758

Attn.: Michael J. Pattison  
Corporate Secretary/Treasurer

or to such other location as Consultant directs.

**ARTICLE XXIX, Working Office, of the Agreement is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE XXIX**

**Working Office:** Consultant shall establish a working office at a place acceptable to County. The parties hereto acknowledge and agree that Consultant's office located at 2378 Maritime Drive, Suite 110, Elk Grove, California 95758 is acceptable to County.

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

**ARTICLE LVIII**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Bard R. Lower, Transportation Division Director, Community Development Agency, or successor.

**The Agreement is further amended to add the following Articles:**

**ARTICLE LXII**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XVII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**ARTICLE LXIII**

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

**ARTICLE LXIV**


**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**ARTICLE LXV**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 12-53607 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator and Division Concurrence:**

By:   
Bard R. Lower  
Transportation Division Director  
Community Development Agency

Dated: 2/8/16

**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 2/9/16

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # AGMT 12-53607 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: \_\_\_\_\_  
Deputy Clerk

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

--PATTISON & ASSOCIATES, INC.--

By:  \_\_\_\_\_  
Dwight G. Pattison  
President  
"Consultant"

Dated: 2/3/2016

By:  \_\_\_\_\_  
Michael J. Pattison  
Corporate Secretary/Treasurer

Dated: 2/3/2016

# Pattison & Associates, Inc.

Real Estate Appraisals

## Amended Exhibit B

### AMENDED FEE SCHEDULE

Consultant agrees to prepare the following in accordance with ARTICLE I, Scope of Services, of this Agreement and with the following compensation terms:

The per Parcel Rate for Multiple Property Appraisal Projects (appraisals bound under separate cover):

2 to 10 Parcels:	\$1,500 - \$2,500 per parcel*
11 to 20 Parcels:	\$1,250 - \$2,000 per parcel*
Over 20 Parcels:	Negotiable, based on total number of parcels
Single Parcel Appraisals:	\$2,500 minimum**
Hourly Rate for Appraisals or Consulting Work	\$150/hour
Hourly Rate for Deposition Testimony	\$200/Hour
Hourly Rate for Court Testimony and/or Trial Work	\$200/hour

The above rates include overhead, supplies, direct and indirect costs, and travel expenses.

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

\*The above ranges are typical, but may vary depending on the number of properties appraised, and complexity of assignment (unique properties, significant improvements involved or extensive severance damages involved).

\*\*Complex appraisals may be significantly higher and the final rate will be determined at the time of proposal for the project.