

## Mark Thomas & Company, Inc.

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #225-S1411

**THIS FIRST AMENDMENT** to that Agreement for Services #225-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 2290 North First Street, Suite 304, San Jose, California, 95131, and whose local office address is 7300 Folsom Boulevard, Suite 203, Sacramento, California 95826 (hereinafter referred to as "Consultant");

### RECITALS

**WHEREAS**, Consultant has been engaged by County to provide Project Support Services for its Diamond Springs Parkway Phase 1A – SR49 & 1B and its Underground Utility District Project (Project), pursuant to Agreement for Services #225-S1411, dated February 4, 2014, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to clarify and extend the term of the Agreement for an additional two (2) years, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's invoice recipient and to add a new fee schedule, including additional staff positions, for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B, Amended Fee Schedule**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update Consultant's Project Manager, amending **ARTICLE VIII, Consultant's Project Manager**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update one (1) of County's notice recipients, amending **ARTICLE XXI, Notice to Parties**;

**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 #225-S1411 on the following terms and conditions:

- I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

#### **ARTICLE II, Term**

This Agreement shall become effective when fully executed by the parties hereto and shall expire five (5) years thereafter.

**II. ARTICLE III, Compensation for Services**, sections B and H of the Agreement are amended in their entirety to read as follows:

- B. For the period beginning February 4, 2014, the effective date of the agreement, and continuing through the day before the effective date of this First Amendment to the Agreement, for the purposes hereof, the billing rates shall be in accordance with Exhibit B, marked "Fee Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this First Amendment to the Agreement and continuing through the remaining term of the Agreement, for the purposes hereof, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Fee Schedule," incorporated herein and made by reference a part hereof. Other direct costs including subconsultants' services and outside services authorized herein shall be invoiced at Consultant's cost, with a five percent (5%) markup, for the services rendered. Any invoices that include subconsultant services and other direct costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices. The hourly rates listed in Amended Exhibit B shall not be adjusted for the remaining performance period set forth in this Agreement.

- H. 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  
Community Development Agency  
Transportation Division  
2850 Fairlane Court  
Placerville, California 95667  
Attn.: Shanann Findley  
Administrative Technician

or to such other location as County directs.

**III. ARTICLE VIII, Consultant's Project Manager**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE VIII**

**Consultant's Project Manager:** Consultant designates R. Matt Brogan, P.E., Division Manager, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel,

operations and any subconsultants authorized under this Agreement including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Task Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work. Project Manager must be a registered engineer in the State of California.

**IV. ARTICLE XXI, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XXI**

**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.: Matthew D. Smeltzer, P.E.  
Deputy Director, Engineering  
Fairlane 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 Boulevard, Suite 203  
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 #225-S1411 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

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

Dated: 12/5/16

**Requesting Division Concurrence:**

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

Dated: 12/6/16

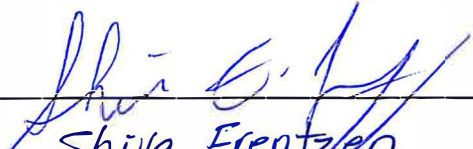
**Requesting Department Concurrence:**

By:   
Roger Niello  
Interim Director  
Community Development Agency

Dated: 12/6/16

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #225-S1411 on the dates indicated below.

-- COUNTY OF EL DORADO --

By:   
Shiva Frentzen  
Board of Supervisors  
"County"

Dated: 1/24/17

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

By:   
Deputy Clerk

Dated: 1/24/17

-- MARK THOMAS & COMPANY, INC. --

By:   
Robert A. Himes  
President  
"Consultant"

Dated: 12/02/16

By:   
R. Matt Brogan  
Corporate Secretary

Dated: 12/2/16

# Mark Thomas & Company, Inc.

## Amended Exhibit B

### Amended Fee Schedule

#### HOURLY CHARGE RATES

##### PROFESSIONAL AND OFFICE

Principal	\$ 325.00 per hour
Senior Engineering Manager	\$ 310.00 per hour
Engineering Manager	\$ 252.00 per hour
Structural Manager	\$ 278.00 per hour
Senior Project Manager	\$ 226.00 per hour
Senior Survey Manager	\$ 210.00 per hour
Project Manager	\$ 200.00 per hour
Survey Manager	\$ 200.00 per hour
Senior Project Engineer	\$ 178.00 per hour
Project Engineer	\$ 168.00 per hour
Senior Design Engineer	\$ 158.00 per hour
Design Engineer	\$ 118.00 per hour
Project Surveyor	\$ 145.00 per hour
Sr. Engineering/Survey/CADD Technician	\$ 126.00 per hour
Engineering/Survey/CADD Technician	\$ 110.00 per hour
Inspector	\$ 121.00 per hour
Technical Writer	\$ 105.00 per hour
Design (Tech Assistant)	\$ 68.00 per hour
Survey (Tech Assistant)	\$ 68.00 per hour
Senior Project Coordinator	\$ 108.00 per hour
Project Coordinator	\$ 100.00 per hour
Senior Administrative	\$ 85.00 per hour
Administrative	\$ 80.00 per hour

##### FIELD

Single Chief without Equipment	\$ 119.00 per hour
Single Chief with Equipment	\$ 170.00 per hour
Single Chainman	\$ 96.00 per hour
2 Person Field Party and Vehicle	\$ 270.00 per hour
3 Person Field Party and Vehicle	\$ 345.00 per hour

##### LANDSCAPE ARCHITECT SERVICES

Landscape Architect II	\$ 200.00 per hour
Landscape Architect I	\$ 178.00 per hour

##### SPECIAL SERVICES

Expert Witness	\$ 375.00 per hour
Strategic Consulting (Principal)	\$ 375.00 per hour

##### OTHER DIRECT COSTS

Reimbursables including, but not limited to:

Printing and Materials, Filing Fees, and Field Expenses	Cost plus 5%
Outside Consultant Fees	Cost plus 5%