

**Benchmark Land Use Group, Inc.
doing business as**

Benchmark Resources

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #327-S1411

THIS FIRST AMENDMENT to that Agreement for Services #327-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 Benchmark Land Use Group, Inc., a corporation duly qualified to conduct business in the State of California, doing business as Benchmark Resources, whose principal place of business is 2515 East Bidwell Street, Folsom, California 95630 (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, Consultant has been engaged by County to provide services related to the Subsequent Environmental Impact Report (EIR) for the Silver Springs Parkway to Bass Lake Road (South Segment) Project for its Community Development Agency pursuant to Agreement for Services #327-S1411, dated February 4, 2014, 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 \$28,670, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit C, Amended Cost Proposal***;

WHEREAS, the parties hereto have mutually agreed to amend **ARTICLE XVI, Notice to Parties**, to update one of 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 five (5) and six (6) of the original Agreement are amended in their entirety to read as follows:

For the purposes of budgeting the items of work identified in Exhibit A the maximum allowable billing amounts for each item of work are described in Amended Exhibit C, marked "Amended Cost Proposal*," incorporated herein and made by reference a part hereof. The amounts indicated in Amended Exhibit C represent the composition of the total not-to-exceed budget for the various items of work. In the performance of the scope of services to be provided in accordance with this Agreement, Consultant may request to reallocate the amounts listed in Amended Exhibit C, among the various items of work and direct costs identified therein (not including subconsultants), subject to County's Contract Administrator's written approval. Consultant may request to reallocate the amounts listed herein

for its subconsultants among each individual subconsultants' task and not among the various subconsultants. In no event shall the not-to-exceed total amount of the Agreement be exceeded.

The total amount for services to be provided under the Total Proposed Agreement Budget Cost Estimate in accordance with Exhibit A hereto, shall not exceed \$242,568, inclusive of all costs and expenses.

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

ARTICLE XVI

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:


Benchmark Resources
2515 East Bidwell Street
Folsom, California 95630

Attn.: David E. Brown
President

or to such other location as Consultant directs.


Except as herein amended, all other parts and sections of Agreement for Services #327-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: 2/4/16

Requesting Division Concurrence:

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

Dated: 2/3/16

Requesting Department Concurrence:

By: 
Steven M. Pedretti, Director
Community Development Agency

Dated: 2/4/16

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #327-S1411 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Board of Supervisors
"County"

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

By: _____

Dated: _____

Deputy Clerk

--BENCHMARK LAND USE GROUP, INC.
d b a
BENCHMARK RESOURCES --

By:  _____

Dated: 2.4.16

David E. Brown
President
"Consultant"

By:  _____

Dated: 2/4/16

Bruce Steubing
Treasurer

Benchmark Land Use Group, Inc.
dba
Benchmark Resources

Agreement for Services #327-S1411

Amended Exhibit C

Amended Cost Proposal*

Scope of Work

Task A.	Environmental Review Project Management	\$	51,145.00
Task B.	Prepare Draft Project Description	\$	5,570.00
Task C.	Assist With SEIR Public Input	\$	5,437.50
Task D.	Conduct Resource Evaluations and Prepare DSEIR	\$	41,800.00
Task E.	Public Meeting on DSEIR	\$	-
Task F.	Prepare Final Subsequent EIR	\$	21,970.00
	Consultant Subtotal	\$	125,922.50

Subconsultants:

KD Anderson

Task D., Conduct Resource Evaluations and Prepare DSEIR	\$	8,880.00
Task F., Prepare FSEIR	\$	600.00

Foothill Associates

Task D., Conduct Resource Evaluations and Prepare DSEIR	\$	16,050.00
Task F., Prepare FSEIR	\$	1,050.00

EMKO

Task D., Conduct Resource Evaluations and Prepare DSEIR	\$	6,125.00
Task F., Prepare FSEIR	\$	1,050.00

Bollard Accoustical

Task D., Conduct Resource Evaluations and Prepare DSEIR	\$	12,300.00
Task F., Prepare FSEIR	\$	1,200.00

Fehr & Peers

Task D., Conduct Resource Evaluations and Prepare DSEIR	\$	47,620.00
Task F., Prepare FSEIR	\$	3,530.00
Subconsultant Subtotal	\$	98,405.00

Other Direct Costs:

Other Direct Costs Subtotal	\$	18,240.50
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Total Proposed Agreement Budget Cost Estimate	\$ 242,568.00
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*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 services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various tasks and direct costs identified herein (not including subconsultants), subject to County's Contract Administrator's written approval. Consultant may request to reallocate the amounts listed herein for its subconsultants among each individual subconsultant's Tasks and not among the various 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.