

## Vali Cooper & Associates, Inc.

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES # AGMT 11-53368

**THIS FIRST AMENDMENT** to that Agreement for Services # AGMT 11-53368 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 Vali Cooper & Associates, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 41 Washington Avenue, Point Richmond, California 94801 (hereinafter referred to as "Consultant");

### RECITALS

**WHEREAS**, Consultant has been engaged by County to provide construction support services for the U.S. 50 HOV Lanes (Phase 2A) – Bass Lake Road to Cameron Park Drive Project pursuant to Agreement for Services # AGMT 11-53368, incorporated herein and made by reference a part hereof;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 11-53368 to add certified payroll requirements, amending **ARTICLE III, Compensation for Services**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 11-53368 to add certified payroll submittal requirements, amending **ARTICLE XIV, Prevailing Wage**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 11-53368 to add the State of California (State) as an indemnified party required by County's Cooperative Agreement with the State, amending **ARTICLE XVIII, Indemnity**;

**WHEREAS**, the parties hereto desire to amend Agreement for Services # AGMT 11-53368 to delete the reference to Task Order, amending **ARTICLE XLIV, Disputes**;

**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 11-53368, as follows:

**ARTICLE III, Compensation for Services, of the original Agreement is amended to add the following paragraph:**

In accordance with ARTICLE XIV, Prevailing Wage, Consultant shall provide County's Contract Administrator with certified payroll for applicable personnel for the period for which payment is requested and such certified payroll shall accompany each invoice submitted. The certified payroll shall contain information related only to the Project. No invoice shall be paid until the certified payroll is submitted.

**ARTICLE XIV, Prevailing Wage, the last paragraph of the original Agreement is deleted in its entirety and the following paragraph is added in its place to read as follows:**

As required under the provisions of Labor Code Section 1776, Consultant shall keep accurate payroll records. Consultant shall submit certified payroll to County in accordance with ARTICLE III, Compensation for Services.

**ARTICLE XVIII, Indemnity, of the original Agreement is amended to add the following paragraph:**

Except as otherwise prohibited by law, neither State nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by Consultant under or in connection with any work, authority, or jurisdiction conferred upon Consultant and arising under this Agreement. Consultant shall fully defend, indemnify and save harmless State and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by Consultant under this Agreement.

**ARTICLE XLIV, Disputes, paragraph B. of the original Agreement is deleted in its entirety and the following paragraph is added in its place to read as follows:**

- B. Not later than thirty (30) days after completion of all work pursuant to this Agreement, Consultant may request review by the Interim Director of Transportation of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 11-53368 shall remain unchanged and in full force and effect.

**Contract Administrator Concurrence:**

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

John H. Kahling, P.E.  
Deputy Director, Engineering  
Construction Division  
Department of Transportation

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

**Requesting Department Concurrence:**

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

Kimberly A. Kerr, Interim Director  
Department of Transportation

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

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services # AGMT 11-53368 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

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

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

Board of Supervisors  
"County"

Attest:  
Teri Daly  
Acting Clerk of the Board of Supervisors

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

**-- VALI COOPER & ASSOCIATES, INC. --**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Agnes Weber, P.E.  
President  
"Consultant"

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Marian Ross  
Chief Financial Officer