

Capital Engineering Consultants, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #8590

THIS FIRST AMENDMENT to that Agreement for Services #8590 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 Capital Engineering Consultants, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 11020 Sun Center Drive, Suite 100, Rancho Cordova, California 95670 (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Consultant has been engaged by County to assist its Chief Administrative Office, Facilities Division, with mechanical and electrical engineering services for the SB844 El Dorado County Recovery, Rehabilitation, and Reentry Placerville Jail Expansion Project, pursuant to Agreement for Services #8590, dated May 23, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of August 19, 2026 by nine (9) months, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$10,000, for a new not-to-exceed amount of \$150,162, and to update the cost proposal and fee schedule for the extended term of the Agreement, amending **ARTICLE III, Compensation for Services**, and replacing **Exhibit B, Cost Proposal** with **Exhibit B-1, Amended Cost Proposal** and adding **Exhibit C-1, Amended Rate Schedule**;

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 #8590 on the following terms and conditions:

- I. Exhibit B, marked "Cost Proposal," is replaced in its entirety with Exhibit B-1, marked "Amended Cost Proposal," attached hereto and incorporated herein by reference. All references to Exhibit B throughout the Agreement are substituted with Exhibit B-1.
- II. **ARTICLE II, Term**, of the Agreement is replaced in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective from the date specified in the official Notice to Proceed with the Work, which shall be attached to this Agreement as an addendum and shall become part of this Agreement, and shall expire on May 19, 2027.

III. **ARTICLE III, Compensation for Services**, of the Agreement is replaced in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables that may be identified in the individual Work Orders issued pursuant to this Agreement, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of each work assignment in arrears. Payment shall be made within forty-five (45) days following County receipt and approval of invoices detailing the services rendered.

For the purposes hereof, the billing rates for each phase identified in Exhibit A shall be in accordance with Exhibit B-1.

For the period beginning August 20, 2024, the effective date of the Agreement, and continuing through the day before the effective date of this First Amendment to the Agreement, for the services provided herein, the billing rates for Contingency Services shall be in accordance with Exhibit C, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

For the period beginning on the effective date of this First Amendment to the Agreement and continuing through the remaining term of the Agreement, for the services provided herein, the billing rates for Contingency Services shall be in accordance with Exhibit C-1, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof.

Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant and subconsultants for travel, lodging, per diem, and mileage expenses, if applicable, for Consultant's or subconsultant's claims for reimbursement shall not exceed the rates to be paid to County employees under the current Board of Supervisor's Travel Policy in effect at the time the expenses are incurred, without markup. Any individual travel expense exceeding one hundred dollars (\$100) and any work requiring overnight stay must be approved in advance by County's Contract Administrator or designee. Consultant and subconsultant are responsible for canceling hotel rooms before the cancellation period ends and should record the cancellation number in case of disputes. Consultant and subconsultant shall not be reimbursed for "no-show" hotel charges unless there are unavoidable reasons for not cancelling the room and County's Contract Administrator or designee has determined that the reasons are valid. Any reimbursements for such expenses, if any, will only be made if such expenses are included in the Cost Proposal of an approved and fully executed Work Order issued pursuant to this Agreement.

Subconsultant's services, other outside services, other direct costs, including but not limited to materials, equipment, printing, delivery charges, and copying costs, authorized herein shall be invoiced at Consultant's cost, with a ten percent (10%) markup, for the services rendered. Rates and fees, included in such direct costs, will require prior authorization from County's Contract Administrator or designee.

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.

Percentage completion of each phase will be solely determined by County's Contract Administrator, or designee.

The total amount of this Agreement, as amended, shall not exceed \$150,162, inclusive of all Work Orders and amended Work Orders, all work of subconsultants, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number both on their faces. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Consultant shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, California 95667

or to such other location as County directs.

In the event that Consultant fails to deliver the documents or other deliverables required by the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the deliverables are received, or proceed as set forth herein below in ARTICLE XXVII, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #8590 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #8590 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Purchasing Agent
Chief Administrative Office
"County"

-- CAPITAL ENGINEERING CONSULTANTS, INC. --

By: *Kevin D. Stillman*
Kevin D. Stillman (May 11, 2026 15:43:22 PDT)

Dated: 05/11/2026

Kevin D. Stillman
Chief Executive Officer
"Consultant"

By: *A. Azarkeyvan*
A. Azarkeyvan (May 11, 2026 19:57:55 PDT)

Dated: 05/11/2026

Ashkan Azarkeyvan
Chief Financial Officer

Capital Engineering Consultants, Inc.

Exhibit B-1

Amended Cost Proposal

Fee Break Down by Phase	
Design Phase	\$19,470.00
Construction Phase	\$90,890.00
Post Occupancy Phase (Systems Manual & O&M)	\$3,460.00
SUBTOTAL	\$113,820.00

Fee Break Down by System	
Mechanical HVAC Systems	\$33,650.00
Electrical Systems	\$19,200.00
Plumbing Systems	\$12,900.00
Building Automation System	\$18,100.00
Indoor Air Quality	\$2,300.00
Communications	\$27,670.00
SUBTOTAL	\$113,820.00

Subtotal (either by phase or by system)	\$113,820.00
Additive Alternate #1 - 100% Sampling during the Functional tests	\$13,600.00
Contingency	<u>\$22,742.00</u>
<u>TOTAL CONTRACT NOT TO EXCEED:</u>	<u>\$150,162.00</u>

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 Scope of Work tasks and items of work subject to County Contract Administrator's, or designee prior written approval. In no event shall the total not-to-exceed amount of the Agreement, be exceeded.

Contingency work shall be invoiced in accordance with ARTICLE III, Compensation for Services.

Consultant shall bill monthly according to the percentage of work completed. Completion of the percentage of work identified herein shall be solely determined by County's Contract Administrator, or designee.

Capital Engineering Consultants, Inc.

Exhibit C-1

Amended Rate Schedule

	2024	2025	2026	2027
Senior Principal	\$260.00	\$270.00	\$275.00	\$284.00
Principal	\$236.00	\$245.00	\$248.00	\$256.00
Director	\$228.00	\$237.00	\$245.00	\$253.00
Senior Project Manager	\$217.00	\$226.00	\$235.00	\$243.00
Project Manager	\$208.00	\$216.00	\$224.00	\$231.00
Field Services	\$204.00	\$213.00	\$218.00	\$225.00
Senior Engineer	\$185.50	\$193.00	\$200.00	\$206.00
Engineer	\$169.50	\$176.00	\$182.00	\$190.00
Senior Designer	\$159.00	\$165.00	\$170.00	\$176.00
Designer	\$146.00	\$152.00	\$157.00	\$162.00
Technician-CADD	\$134.50	\$140.00	\$144.00	\$150.00
Intern	\$125.00	\$123.00	\$130.00	\$135.00
Project Administrator	\$113.50	\$118.00	\$122.00	\$127.00
Senior Administrative Assistant	\$79.50	\$83.00	\$85.00	\$90.00
Clerical/Administrative Assistant	\$63.50	\$66.00	\$70.00	\$75.00

Subconsultant Services, Other Outside Services, and Other Direct Costs:

Subconsultant services, other outside services, other direct costs, including but not limited to, postage other than for general correspondence, plan check permit and inspection fees required by governing bodies, plotting of computer-aided design and drafting (CADD) originals, printing and reproduction costs applicable to project submissions to County or review agencies, toll calls, and overnight or daily delivery service charges shall be invoiced in accordance with ARTICLE III, Compensation for Services.

Mileage/Travel Reimbursement:

Mileage and travel will be reimbursed in accordance with ARTICLE III, Compensation for Services.