

## Vali Cooper & Associates, Inc.

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #202-S1499

**THIS FIRST AMENDMENT** to that Agreement for Services #202-S1499 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 2000 Powell Street, Suite 550, Emeryville, California 94608, and whose local office address is 1760 Creekside Oaks Drive, Suite 140, Sacramento, California 95833 (hereinafter referred to as "Consultant");

### R E C I T A L S

**WHEREAS**, Consultant has been engaged by County to provide construction support services for the Community Development Agency, Transportation Division (Transportation Division) pursuant to Agreement for Services #202-S1499, dated October 22, 2013, incorporated herein and made by reference a part hereof (hereafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to transfer a portion of the budgeted amount for construction inspection, construction engineering, and water pollution control from its subconsultant, Mendoza & Associates, to the Consultant's budget for construction inspection, construction administration, and water pollution control, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit C, Amended Cost Proposal\***;

**WHEREAS**, the parties hereto desire to amend the Agreement to correct the reference to **Exhibit D** marked **Sample Invoice**, and the reference to **Exhibit E** marked **Sample Tracking Report**, amending **ARTICLE III, Compensation for Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's notice recipients, amending **ARTICLE XVII, 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 #202-S1499, as follows:

**ARTICLE III, Compensation for Services, paragraphs C, F and H are amended in their entirety to read as follows:**

- C. For the purposes of budgeting the items of work identified in Exhibit A, Scope of Work, the 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 under this Agreement, Consultant may request to reallocate the expenses listed in Amended Exhibit C among the various items of work, other direct costs, and optional tasks (not including the subconsultant) identified therein, subject to County's Contract Administrator's written approval.

- F. Itemized invoices shall follow the format specified by County and shall reference this Agreement number, the County-supplied Task Order number, the Work Breakdown Structure (WBS) Activity Identification codes (Activity IDs) applicable for each item of work on their faces. Consultant shall bill County for only one (1) Task Order per invoice. A sample invoice is attached hereto as Exhibit D marked "Sample Invoice," incorporated herein and made by reference a part hereof. Consultant shall follow the invoice format of Exhibit D, unless otherwise directed by County's Contract Administrator.
  
- H. Consultant shall attach a copy of a Task Order invoice tracking spreadsheet that relates to the services being billed to every invoice submitted for payment under the terms of this Agreement. A sample invoice tracking spreadsheet is attached hereto as Exhibit E marked "Sample Tracking Report," incorporated herein and made by reference a part hereof. An electronic version of the Sample Tracking Report will be provided by County's Contract Administrator's designee via email. 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  
2441 Headington Road  
Placerville, California 95667  
Attn.: John H. Kahling, Deputy Director, Engineering  
Construction Unit

or to such other location as County directs.

**ARTICLE XVII, Notice to Parties, is amended in its entirety 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  
2441 Headington Road  
Placerville, California 95667

Attn.: John Kahling, P.E.  
Deputy Director, Engineering  
Headington 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:


Vali Cooper & Associates, Inc.  
2000 Powell Street, Suite 550  
Emeryville, California 94608

Attn.: John Collins  
Chief Operating Officer

or to such other location as Consultant directs.


Except as herein amended, all other parts and sections of Agreement for Services #202-S1499 as amended, shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
John Kahling, P.E.  
Deputy Director, Engineering  
Headington Engineering Unit  
Transportation Division  
Community Development Agency

Dated: 04/14/15

**Requesting Division Concurrence:**

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

Dated: 4/15/15


**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 4/17/15

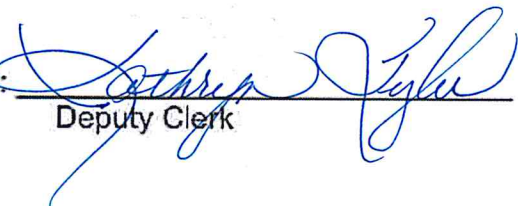
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #202-S1499 on the dates indicated below.

--COUNTY OF EL DORADO--

By:   
Brian K. Veerkamp, Chair  
Board of Supervisors  
"County"


Dated: 5-12-15

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

By:   
Deputy Clerk

Dated: 5-12-15

--VALI COOPER & ASSOCIATES, INC.--

By:   
John Collins  
Chief Operating Officer  
"Consultant"

Dated: 4-14-15

By:   
Marian Ross  
Chief Financial Officer

Dated: 4/14/2015

**Vali Cooper & Associates, Inc.**

**Amended Exhibit C**

**Amended Cost Proposal\***

Scope of Work

Item of Work A.	Pre-Construction Services	\$ 20,000.00
Item of Work B.	Construction Inspection	\$ 1,235,000.00
Item of Work C.	Construction Administration	\$ 470,000.00
Item of Work D.	Construction Engineering	\$ 0.00
Item of Work E.	Water Pollution Control	\$ 10,000.00
Item of Work F.	Project Closeout	\$ 15,000.00
	Consultant Subtotal	\$ 1,750,000.00

Subconsultant:

Mendoza & Associates

Item of Work A.	Pre-Construction Services	\$ 20,000.00
Item of Work B.	Construction Inspection	\$ 150,000.00
Item of Work C.	Construction Administration	\$ 750,000.00
Item of Work D.	Construction Engineering	\$ 170,000.00
Item of Work E.	Water Pollution Control	\$ 0.00
Item of Work F.	Project Closeout	\$ 15,000.00
	Subconsultant Subtotal	\$ 1,105,000.00

<u>Other Direct Costs</u>	\$ 5,000.00
	\$ 5,000.00

<u>Optional Tasks Estimate</u>	\$ 140,000.00
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**Total Proposed Agreement Budget Cost Estimate \$ 3,000,000.00**

\*All expenses and their distribution among Items of Work 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 Work to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various items of work, other direct costs, and optional tasks (not its subconsultant), identified herein, subject to County's Contract Administrator's written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.