

Mark Thomas & Company, Inc.

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES #157-S1411

THIS FOURTH AMENDMENT to that Agreement for Services #157-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 2833 Junction Avenue, Suite 110, San Jose, California 95134, and whose local office address is 701 University Avenue, Suite 200, Sacramento, California 95825 (hereinafter referred to as "Consultant");

R E C I T A L S

WHEREAS, Consultant has been engaged by County to provide design services during construction for its U.S. 50/Silva Valley Parkway Interchange - Phase 1 Project (Project), pursuant to Agreement for Services #157-S1411, dated October 29, 2013; First Amendment to Agreement for Services #157-S1411, dated April 19, 2016; Second Amendment to Agreement for Services #157-S1411, dated April 18, 2017, and Third Amendment to Agreement for Services #157-S1411, dated December 17, 2019 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 December 31, 2020 for two (2) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to update Consultant's rates and to allow for the reallocation of expenses to include subconsultants, amending **ARTICLE III, Compensation for Services**, adding **Amended Exhibit B**, marked "**Amended Fee Schedule**," and replacing **Amended Exhibit C**, marked "**Amended Cost Proposal***," with **Exhibit C-1**, marked "**Updated Cost Proposal**;"

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 Fourth Amendment to Agreement on the following terms and conditions:

- I. Amended Exhibit C, Amended Cost Proposal is replaced in its entirety with Exhibit C-1, Updated Cost Proposal attached hereto and incorporated herein by reference. All references to Amended Exhibit C, Amended Cost Proposal throughout the Agreement are substituted with Exhibit C-1, Updated Cost Proposal.

- II. **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 cover the period of October 29, 2013 through December 31, 2022.

- III. **ARTICLE III, Compensation for Services**, paragraphs B and C of the Agreement is amended in its entirety to read as follows:

- B. For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of this Fourth Amendment to the Agreement, 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 Amendment and continuing through the remaining term of the Agreement, 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.

Neither mileage nor travel costs (i.e., overnight lodging, meals, parking, airfare, bridge tolls, and other per diem expenses) will be reimbursed as a direct cost for any services performed under this Agreement by Consultant or any authorized subconsultants.

- C. For services provided herein and described as Items of Work on Exhibit A, Scope of Work, the cost allocation and subconsultant assignment per Item of Work shall be in accordance with Exhibit C-1, marked "Updated Cost Proposal*," incorporated herein and made by reference a part hereof. 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 items of work, optional tasks, and subconsultants identified herein, subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded. The Not-To-Exceed Amounts are inclusive of any markups for subconsultant services and direct costs associated with each item of work.

Except as herein amended, all other parts and sections of Agreement for Services #157-S1411 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Agreement for Services #157-S1411 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

-- MARK THOMAS & COMPANY, INC. --

By: _____ Dated: _____
Zach Siviglia
Vice President
"Consultant"

By: _____ Dated: _____
R. Matt Brogan, P.E.
Corporate Secretary

Mark Thomas & Company, Inc.

Amended Exhibit B

Amended Fee Schedule

<u>Engineering Services</u>	<u>Hourly Rate</u>
Intern	\$ 65.00
Technician	\$ 100.00
Design Engineer	\$ 115.00
Sr. Technician	\$ 140.00
Design Engineer II	\$ 140.00
Project Engineer	\$ 165.00
Sr. Project Engineer	\$ 190.00
Sr. Technical Engineer	\$ 190.00
Project Manager	\$ 230.00
Technical Lead	\$ 230.00
Sr. Project Manager	\$ 260.00
Sr. Technical Lead	\$ 260.00
Engineering Manager	\$ 300.00
Practice Area Leader	\$ 300.00
Sr. Engineering Manager	\$ 355.00
Principal	\$ 420.00
<u>Survey Services</u>	
Survey Intern	\$ 75.00
Survey Technician	\$ 115.00
Sr. Survey Technician	\$ 130.00
Surveyor	\$ 130.00
Sr. Surveyor	\$ 150.00
Lead Survey Technician	\$ 160.00
Project Surveyor	\$ 170.00
Sr. Project Surveyor	\$ 190.00
Survey Manager	\$ 215.00
Sr. Survey Manager	\$ 260.00
Survey Division Manager	\$ 300.00
**Single Chief	\$ 165.00
**Single Instrumentman	\$ 150.00
**Single Chainman	\$ 140.00
**Apprentice	\$ 110.00
**1 Person Field Crew	\$ 175.00
**2 Person Field Crew	\$ 280.00
**3 Person Field Crew	\$ 380.00
Drone Pilot	\$ 210.00
<u>Construction Management Services</u>	
Office Technician	\$ 80.00
Office Engineer	\$ 150.00

**Asst. Resident Engineer	\$	200.00
**Inspector - CM	\$	200.00
Project Manager - CM	\$	250.00
RE/Structural Representative	\$	250.00
Sr. Project Manager - CM	\$	260.00
Division Manager - CM	\$	310.00
Sr. Division/Area Manager	\$	355.00
<u>Project Support/Coordination Services</u>		
Project Assistant	\$	80.00
Technical Writer	\$	100.00
Sr. Project Assistant	\$	120.00
Project Coordinator	\$	110.00
Graphic Designer	\$	130.00
Sr. Technical Writer	\$	120.00
Project Accountant	\$	140.00
Sr. Project Coordinator	\$	140.00
Sr. Graphic Designer	\$	150.00
Sr. Project Accountant	\$	170.00
Sr. Graphic Manager	\$	170.00
<u>District Management Services</u>		
**Inspector - Apprentice	\$	80.00
**Inspector	\$	110.00
**Sr. Inspector	\$	135.00
Assistant Sanitary Engineer	\$	160.00
Associate Sanitary Engineer	\$	180.00
Sanitary Project Engineer	\$	210.00
Operations Manager	\$	255.00
Deputy District Manager	\$	300.00
District Manager - Engineer	\$	330.00
<u>Urban Planning/Landscape Architecture Services</u>		
Landscape Intern	\$	60.00
Landscape Designer	\$	120.00
Landscape Architect	\$	150.00
LAUD Project Manager	\$	200.00
Sr. LAUD Project Manager	\$	230.00
LAUD Division Manager	\$	250.00
Sr. LAUD Division Manager	\$	280.00
<u>Grant Writing Services</u>		
Funding Specialist	\$	150.00
Sr. Funding Specialist	\$	250.00
<u>Special Services</u>		
Expert Witness	\$	420.00
Strategic Consulting	\$	420.00

***These rates are subject to Prevailing Wage laws and Union Contract*

Other Direct Costs

Reimbursables including, but not limited to:

Printing and Materials, Filing Fees, and Field Expenses

Cost + 5%

Subconsultant Fees

Cost + 5%

Mark Thomas & Company, Inc.

Exhibit C-1

Updated Cost Proposal

<u>Item of Work</u>	<u>Consultant/Subconsultant</u>	<u>Not-to-Exceed Amount*</u>
A. Project Management	Mark Thomas & Company, Inc.	\$20,000
B. Construction Support (General)	Mark Thomas & Company, Inc.	\$160,000
C. Construction Support (Geotechnical)	Mark Thomas & Company, Inc./Blackburn Consulting	\$20,000
D. Construction Support (Biological/ Environmental)	Mark Thomas & Company, Inc./Foothill Associates/ LSA Associates	\$66,329
E. Construction Support (Signals/Electrical)	Mark Thomas & Company, Inc./Fehrs & Peers	\$30,750
F. Construction Support (Archaeological)	Mark Thomas & Company, Inc. /Ric Windmiller	\$29,000
G. Finalize Project Records/Prepare Records Drawing	Mark Thomas & Company, Inc.	\$10,000
H. Post-Construction Record Survey and Monumentation	Mark Thomas & Company, Inc.	\$131,308
		Subtotal: \$467,387
Optional Tasks	Determined by Work Order	\$25,000
		Total: \$492,387

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 services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among the various Items of Work, Optional Tasks, and Subconsultants identified herein, subject to County's Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

*The Not-To-Exceed Amounts are inclusive of any markups for subconsultant services and direct costs associated with each Item of Work.