

## **AMG Management Group LLC**

### **FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7785**

**THIS FIRST AMENDMENT** to that Agreement for Services #7785 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 AMG Management Group LLC, a limited liability company duly qualified to conduct business in the State of California, whose principal place of business is 2028 Larkstone Place, El Dorado Hills, California 95762 (hereinafter referred to as "Consultant").

### **RECITALS**

**WHEREAS**, Consultant has been engaged by County to provide project management services for the County's SB844 Placerville Jail Expansion design phase and construction phase, for its Chief Administrative Office, Facilities Division, pursuant to Agreement for Services #7785, dated August 25, 2023, 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 to July 31, 2026, amending **ARTICLE II, Term**;

**WHEREAS**, the construction phase for the County's SB844 Placerville Jail Expansion Project has been extended requiring additional Consultant services, therefore, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$576,000 for a new total not-to-exceed amount of \$1,026,000, and to include a new cost estimate, amending **ARTICLE III, Compensation for Services**, and adding **Exhibit B-1, Amended Cost Estimate**;

**WHEREAS**, the parties hereto desire to fully-replace a specific Article and add an Article to include updated contract provisions, adding **Exhibit D, Iran Contracting Act Verification Form**;

**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 #7785 on the following terms and conditions:

- I. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

#### **ARTICLE II**

**Term:** This Agreement shall become effective upon final execution by both parties hereto and shall expire on July 31, 2026, as amended.

- II. **ARTICLE III, Compensation for Services**, of the Agreement is amended 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 work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of invoices identifying the services rendered.

For the purposes hereof, the billing rates shall be in accordance with the following:

Job Classification	Hourly Rate
Project Management Services	\$200.00

For the period beginning August, 25, 2023, 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 and for the purposes of budgeting the Phases in Exhibit A, the billing amounts for each Phase are identified in Exhibit B, marked "Cost Estimate," 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 and for the purposes of budgeting the Phases in Exhibit A, the billing amounts for each Phase are identified in Exhibit B-1, marked "Amended Cost Estimate," incorporated herein and made by reference a part hereof. In no event shall the total not-to-exceed amount of the Agreement be exceeded.

The total amount of this Agreement shall not exceed \$1,026,000, as amended, 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.

Subconsultant's services, other outside services, and other direct costs, including at a minimum, materials, printing, rental of special equipment, special reproductions and blueprinting, overnight delivery, outside data processing, copying costs, and computer services, authorized herein shall be invoiced at Consultant's cost, with no markup, for the services rendered. All invoices that include subconsultant services and other direct costs, materials, and/or outside services shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Travel costs (i.e., overnight lodging, meals, mileage, parking, airfare, bridge tolls and other per diem expenses) will not be reimbursed as a direct cost for any services performed under this Agreement by Consultant or by any authorized subconsultants.

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. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. 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, in the format specified, the deliverables and progress reports required by this Agreement or in 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 required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XIV, Default, Termination, and Cancellation, herein.

**III. The following Article of the Agreement is fully replaced in its entirety to read as follows:**

**ARTICLE XIV**

**Default, Termination, and Cancellation:**

A. 1. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default (notice) that shall state the following:

- a. The alleged default and the applicable Agreement provision, and
- b. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must be in writing;

prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

2. If County terminates this Agreement, in whole or in part, for default:

- a. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
- b. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
- c. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

3. The following shall be events of default under this Agreement:

- a. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
  - b. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
  - c. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
  - d. A violation of ARTICLE XXI, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement or any Work Order issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of

Termination. If such termination is effected, County will pay for satisfactory services rendered before the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of the Agreement. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise. In the event of termination, County reserves the right to take over and complete the work by contract or by any other means.

**IV. The following Article is added to the Agreement in its entirety to read as follows:**

**ARTICLE XXXV**

**Iran Contracting Act Certification:** As required by California Public Contract Code Sections 2202-2208, for Agreements that are over \$1,000,000, Consultant certifies its status regarding the Iran Contracting Act of 2010 and has duly executed Exhibit D, marked "Iran Contracting Act Verification Form," incorporated herein and made by reference a part hereof.

Except as herein amended, all other parts and sections of Agreement for Services #7785 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #7785 on the dates indicated below.

--COUNTY OF EL DORADO--

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

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

Purchasing Agent  
Chief Administrative Office  
"County"

--AMG MANAGEMENT GROUP LLC--

By: Jayson Mills  
Jayson Mills (Feb 6, 2025 11:43 PST)

Dated: 02/06/2025

Jayson J. Mills  
Manager  
"Consultant"

## **AMG Management Group LLC**

### **Exhibit B-1**

#### **Amended Cost Estimate**

<b>Phase</b>	<b>Cost Estimate</b>
Design Phase	\$150,000
Construction Phase	\$876,000
<b>TOTAL</b>	<b>\$1,026,000</b>

Mileage and direct expenses are included.

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, identified herein, subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement, be exceeded.

## AMG Management Group LLC Exhibit D

STATE OF CALIFORNIA  
IRAN CONTRACTING ACT VERIFICATION FORM  
DGS PD 3 (Rev. 12/19)

DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT DIVISION

### (Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

[Department of General Services Procurement Division Iran Contracting Act List](http://www.documents.dgs.ca.gov/PD/poliproc/Iran%20Contracting%20Act%20List.pdf)  
(<http://www.documents.dgs.ca.gov/PD/poliproc/Iran%20Contracting%20Act%20List.pdf>)

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

#### **OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<b>Vendor Name/Financial Institution (Printed)</b> AMG Management Group LLC.	<b>Federal ID Number (or n/a)</b> n/a
<b>By (Authorized Signature)</b> <u>Jayson Mills</u> <small>Jayson Mills (Feb 6, 2025 11:43 PST)</small>	<b>Date</b> 02/06/2025
<b>Printed Name and Title of Person Signing</b> Jayson Mills	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<b>Vendor Name/Financial Institution (Printed)</b>	<b>Federal ID Number (or n/a)</b>
<b>By (Authorized Signature)</b>	<b>Date</b>
<b>Printed Name and Title of Person Signing</b>	