

**Hanna Engineering, Inc.
doing business as**

The Hanna Group

SECOND AMENDMENT TO AGREEMENT FOR SERVICES # AGMT 12-53495

THIS SECOND AMENDMENT to that Agreement for Services # AGMT 12-53495 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 Hanna Engineering, Inc., a corporation duly qualified to conduct business in the State of California, doing business as The Hanna Group, whose principal place of business is 3101 Zinfandel Drive, Suite 320, Rancho Cordova, California 95670 (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 # AGMT 12-53495, incorporated herein and made by reference a part hereof;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 12-53495 to transfer water pollution control and project closeout services to its subconsultant, Vali Cooper & Associates, Inc., amending **ARTICLE I, Scope of Services**, and adding **Revised Amended Exhibit A**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 12-53495 to update the Microsoft Office applications, amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 12-53495 to add travel and subsistence (per diem) costs for source inspection services to the Agreement, replacing **ARTICLE III, Compensation for Services**, and amending **ARTICLE XXVIII, Cost Principles**, and adding **Revised Amended Exhibit B**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 12-53495 to transfer construction inspection, construction administration, water pollution control, and project closeout services funds from Consultant to its subconsultant, Vali Cooper & Associates, Inc., replacing **ARTICLE III, Compensation for Services**, and replacing **Amended Exhibit C** with **Revised Amended Exhibit C**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 12-53495 to include **Amended Exhibit A** (which exhibit was amended in the First Amendment to Agreement for Services # AGMT 12-53495) and **Revised Amended Exhibit A** in the Consultant's Project Manager article and the Assignment and

Delegation article, replacing **ARTICLE IX, Consultant's Project Manager**, and **ARTICLE XII, Assignment and Delegation**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 12-53495 to change the name of one of County's notices recipients and to change the Consultant's notices recipients address and working office address, replacing **ARTICLE XVII, Notice to Parties**, and **ARTICLE XXVII, Working Office**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 12-53495 to update the reference to **Revised Amended Exhibit B** in the Claims Filed by County's Construction Contractors article, replacing **ARTICLE XLIII, Claims Filed by County's Construction Contractors**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 12-53495 to include a change of address provision, adding **ARTICLE LIII, Change of Address**;

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 Second Amendment to Agreement for Services # AGMT 12-53495, as follows:

The Agreement is hereby amended such that all references to County's "Department of Transportation" shall now read the "Transportation Division."

ARTICLE I, Scope of Services, second, fourth, tenth, and last paragraphs of ARTICLE I are amended to read as follows:

Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, and shall provide and make available Consultant's own personnel, subconsultants, materials, equipment and services necessary to provide construction support services, and other services generally including, but not limited to, those tasks identified in Exhibit A, marked "Scope of Work," Amended Exhibit A, marked "Amended Scope of Work," and Revised Amended Exhibit A, Marked "Revised Amended Scope of Work," incorporated herein and made by reference a part hereof. Deliverables for the specific items of work to be provided under the Scope of Work shall be as specified therein, shall be prepared using the software described in this Article and shall be submitted in accordance with the timeframes specified in Exhibit A, Amended Exhibit A, and Revised Amended Exhibit A, hereto. Modifications to the deliverables required, to the completion times specified in Exhibit A, Amended Exhibit A, and Revised Amended Exhibit A, hereto, or to the software requirements may only be made in accordance with the prior written approval of County's Contract Administrator.

In addition to the specific services identified in Exhibit A, Amended Exhibit A, and Revised Amended Exhibit A, herein, this Agreement may also include Optional Tasks, as subsequently identified during the course of work under this Agreement by County's Contract Administrator, related to the Scope of Work identified in Exhibit A, Amended Exhibit A, and Revised Amended Exhibit A. Such Optional Tasks may supplement or modify the Scope of Work as identified in Exhibit A, Amended Exhibit A, and Revised Amended Exhibit A, hereto, or may include, but not be limited to, additional items of work that are deemed critical by County's Contract Administrator to the furtherance of completing the Project.

If a submittal, deliverable, or a Work Order deliverable is required to be an electronic file, Consultant shall produce the file using Microsoft Office 2010 applications (specifically, MS Word, MS Project and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All digital photographs shall be submitted on CD-ROMs in jpeg format with a minimum resolution of 2816 X 2112. All deliverables shall be submitted in language, format and design that are compatible with and completely transferable to County's computer and engineering applications and that are acceptable to County's Contract Administrator. Newer versions of software may be used and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator.

Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in Exhibit A, Amended Exhibit A, and Revised Amended Exhibit A, hereto, or as specified in the individual Work Order for Optional Tasks, if any, are issued pursuant to this Agreement. County's review of deliverables will ensure that Consultant's work meets a level of acceptability as determined by the Contract Administrator, and Consultant shall be required to modify its work as necessary to meet that level of acceptability as defined by the Contract Administrator. Failure to submit the required deliverables in the formats required shall be grounds for termination of the Agreement, as provided in ARTICLE XVI, Default, Termination, and Cancellation herein.

ARTICLE III, Compensation for Services, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE III

Compensation for Services: For the period beginning with the effective date of this Agreement and continuing through the term of the Agreement, for services provided herein, including all of the deliverables described in Exhibit A, Amended Exhibit A, Revised Amended Exhibit A, and in the individual Work Orders if any, issued pursuant to this Agreement, County agrees to pay Consultant monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoices detailing the services rendered.

For the period beginning with the effective date of this Agreement and continuing to May 31, 2013, the billing rates shall be in accordance with Amended Exhibit B, marked "The

Hanna Group Hourly Loaded Rates,” incorporated herein and made by reference a part hereof. 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.

For the period beginning June 1, 2013 and continuing through the term of the Agreement, the billing rates shall be in accordance with Revised Amended Exhibit B, marked “The Hanna Group Revised Amended Hourly Loaded Rates,” incorporated herein and made by reference a part hereof. 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.

For the purposes of this Agreement, travel and/or per diem costs will be reimbursed only for source inspection services performed by Consultant. Reimbursement for travel, and/or per diem expenses for Consultant shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage and/or travel expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State of California Department of Personnel Administration (DPA) rules. References to the DPA rates and Consultant’s responsibilities for cost differences and any overpayments are more fully described in ARTICLE XXVIII, Cost Principles, herein. Travel reimbursement applies to Consultant for source inspection services only. There shall be no markups allowed on travel expenses for Consultant. Consultant’s hourly rates indicated in Amended Exhibit B and Revised Amended Exhibit B, hereto, are inclusive of charges for vehicle and mileage expenses.

Other direct costs including subconsultants’ services and outside services authorized herein shall be invoiced at Consultant’s cost, without markup, for the services rendered. Any invoices that include other direct costs or subconsultants’ costs shall be accompanied by backup documentation to substantiate Consultant’s costs for the services being billed on those invoices.

For the purposes of budgeting the items of work identified in Exhibit A, Amended Exhibit A, and Revised Amended Exhibit A, the billing amounts for each item of work are described in Revised Amended Exhibit C marked, “Revised Amended Cost Proposal*.” The amounts indicated in Revised 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 Revised Amended Exhibit C among the various items of work identified therein, (not including subconsultants) subject to County’s Contract Administrator’s written approval. Consultant may request to reallocate the amounts listed in Revised Amended Exhibit C, for its subconsultants among each individual subconsultant’s items of work and not among the various subconsultants, subject to County’s Contract Administrator written approval. In no event shall the “not-to-exceed” total amount of the Agreement be exceeded.

Revised Amended Exhibit C, Revised Amended Cost Proposal*, is subject to an audit or Certified Public Accountant Indirect Cost Audit Workpaper Review. Revised Amended Exhibit C, Revised Amended Cost Proposal*, shall be adjusted by Consultant and approved by County's Contract Administrator to conform to the Workpaper Review recommendations or audit recommendations. Consultant agrees that individual terms of cost identified in the audit report shall be incorporated into the Agreement by this reference if directed by County, at its sole discretion. Refusal by Consultant to incorporate the Workpaper Review recommendations or audit recommendations will be considered a breach of the Agreement terms and cause for termination of the Agreement.

The total amount for all Optional Tasks, if any, which may be assigned in accordance with this Agreement, shall not exceed \$110,000, inclusive of all Work Orders, all work of subconsultants, and all costs and expenses. The not-to-exceed amount of each individual Work Order so assigned shall not exceed the amount specified in each Work Order, unless County's Contract Administrator and Consultant amend the Work Order in writing.

The total amount of this Agreement, including all of the services detailed in Exhibit A, Amended Exhibit A, Revised Amended Exhibit A, and including any Optional Tasks which may be assigned, and inclusive of all work of subconsultants, costs, expenses, and Work Orders shall not exceed \$1,300,000.

In accordance with ARTICLE XIV, Prevailing Wage, Consultant shall provide County's Contract Administrator with certified payroll for applicable personnel, including authorized subconsultants, 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.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number, if applicable, on their faces. Consultant shall bill County for only one (1) Work Order per invoice.

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 Kahling, Deputy Director, Engineering
Construction Unit

or to such other location as County directs.

In the event that Consultant fails to deliver, in the formats specified, the deliverables, documentation required by this Agreement, County at its sole option may delay the monthly payment for the period of time of the delay, cease all payments until such time as the required deliverables, documentation are received, or proceed as set forth below in ARTICLE XVI, Default, Termination, and Cancellation herein.

ARTICLE IX, Consultant's Project Manager, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE IX

Consultant's Project Manager: Consultant designates Mehrdad Varzandeh, Project Manager/Principal-in-Charge, as its Project Manager for this Agreement. Consultant's Project Manager, or a County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel and operations, and any subconsultants authorized under this Agreement, including, but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required in Exhibit A, Amended Exhibit A, and Revised Amended Exhibit A, or in individual Work Orders, if any, issued pursuant to this Agreement; (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein. Project Manager must be a registered engineer in the State of California.

ARTICLE XII, Assignment and Delegation, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE XII

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. Notwithstanding this Article, Consultant is authorized to utilize the specific subconsultants identified in Exhibit A, Amended Exhibit A, and Revised Amended Exhibit A hereto, and the specific subconsultants authorized in individual Work Orders issued pursuant to this Agreement. Consultant shall require each subconsultant, to the extent of the work to be performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions stipulated in this Agreement to be applicable to subconsultants.

Notwithstanding any provision to the contrary, at no time shall County be obligated to pay separately for subconsultant services.

ARTICLE XVII, Notice to Parties, of the original Agreement is deleted in its entirety and the following Article is added in its place 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:

With a Copy to:

County of El Dorado
Community Development Agency
Transportation Division
2441 Headington Road
Placerville, California 95667

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: John Kahling, P.E.
Deputy Director, Engineering
Construction Unit

Attn.: Sherrie Busby
Administrative Services Officer
Contract Services Unit

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Hanna Engineering, Inc.
The Hanna Group
3101 Zinfandel Drive, Suite 320
Rancho Cordova, California 95670

Attn.: Mehrdad Varzandeh
Project Manager/Principal-in-Charge

or to such other location as Consultant directs.

ARTICLE XXVII, Working Office, of the original Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

ARTICLE XXVII

Working Office: Consultant shall establish a working office at a place acceptable to County. The parties hereto acknowledge and agree that Consultant's office located at 3101 Zinfandel Drive, Suite 320, Rancho Cordova, California 95670 is acceptable to County.

ARTICLE XXVIII, Cost Principles, paragraphs C. and D. of ARTICLE XXVIII are amended to read as follows:

- C. Travel and subsistence (per diem) reimbursements, if applicable, and third-party contract reimbursements to subconsultants will be allowable as Project costs only after those costs are incurred and paid for by Consultant. For the purposes of this Agreement, travel and per diem costs will be reimbursed only for source inspection services performed by Consultant.
- D. Notwithstanding any other provision of this Agreement to the contrary, payments to Consultant for travel and subsistence (per diem) for Consultant's staff claimed for reimbursement shall not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file state employees under the then current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of these authorized rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to County upon demand. For the purposes of this Agreement, only source inspection services reimbursements for travel and subsistence (per diem) expenses for Consultant shall be allowed. Consultant's hourly rates indicated in Amended Exhibit B and Revised Amended Exhibit B, hereto, are inclusive of charges for vehicles and mileage expenses.

ARTICLE XLIII, Claims Filed by County's Construction Contractors, paragraph B. of ARTICLE XLIII is amended to read as follows:

- B. Consultant's personnel and subconsultants that County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from County. Consultation or testimony will be reimbursed at the same rates that are being paid for Consultant's personnel services under Revised Amended Exhibit B, hereto.

The original Agreement is further amended to add the following Article:

ARTICLE LIII

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XVII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 12-53495 and First Amendment to Agreement for Services # AGMT 12-53495 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: _____ Dated: _____

John Kahling, P.E.
Deputy Director, Engineering
Construction Unit
Transportation Division
Community Development Agency

Requesting Division Concurrence:

By: _____ Dated: _____

Bard R. Lower
Transportation Division Director
Community Development Agency

Requesting Department Concurrence:

By: _____ Dated: _____

Kimberly A. Kerr, Acting Director
Community Development Agency

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services # AGMT 12-53495 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"County"

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

By: _____ Dated: _____
Deputy Clerk

**-- HANNA ENGINEERING, INC.
d b a
THE HANNA GROUP --**

By: _____ Dated: _____
Narimane Panayotou
President
"Consultant"

By: _____ Dated: _____
Nick Panayotou
Corporate Secretary

**Hanna Engineering, Inc.
dba
The Hanna Group**

Revised Amended Exhibit A

Revised Amended Scope of Work

Item of Work E. Water Pollution Control and deliverables, of the original Exhibit A, Scope of Work, are deleted in its entirety and the following Item of Work E. and deliverables are added in its place to read as follows:

Item of Work E. Water Pollution Control

Consultant and its subconsultant Vali Cooper & Associates, Inc. shall provide water pollution control services including, but not limited to, the following:

- 1) Consultant shall ensure Construction Contractor and subcontractor compliance with all water pollution control requirements, including but not limited to requirements in the contract documents, the Construction General Permit (CGP) issued by the State Water Resources Control Board, and all Project specific permits.
- 2) Consultant shall ensure Construction Contractor and subcontractor compliance with Contractor's accepted SWPPP. Consultant shall ensure that any updates to Contractor's accepted SWPPP are submitted, reviewed, and approved in accordance with the requirements in the construction contract documents.
- 3) Consultant and its subconsultant shall perform inspections of the Construction Contractor's water pollution control measures deployed at the Project site in accordance with the intervals described in the construction contract documents and in accordance with the CGP. Consultant shall coordinate inspections by State and Federal regulatory agencies at the Project site whenever such agencies request inspections.

Deliverables: Consultant shall place all data and correspondence pertaining to water pollution control in the Project files within five (5) working days of creating or receiving such data or correspondence.

Item of Work F. Project Closeout and deliverables, of the original Exhibit A, Scope of Work, are deleted in its entirety and the following Item of Work F. and deliverables are added in its place to read as follows:

Item of Work F. Project Closeout

In accordance with County's CA's directives and the current edition of the *Caltrans Construction Manual*, Consultant and its subconsultant Vali Cooper & Associates, Inc. shall perform Project closeout duties including, but not limited to, the following:

- 1) Completion of as-built plans
- 2) Preparation of the Notice of Acceptance
- 3) Preparation of the Proposed Final Estimate
- 4) Planning, scheduling, and facilitating a lessons learned meeting, including preparation of the meeting agenda and minutes, at which Consultant and County will review and analyze aspects of the Project that could be improved prior to implementation of future projects

Deliverables: Consultant shall place all data and correspondence pertaining to Project closeout in the Project files within five (5) working days of creating or receiving such data or correspondence. Consultant shall hand deliver one (1) complete hard copy of as-built plans to County's CA within sixty (60) days of final acceptance of Project. Consultant shall email the Notice of Acceptance to County's CA within one (1) week of receiving an email request for the Notice of Acceptance by County's CA. Consultant shall email the Proposed Final Estimate to County's CA within one (1) week of receiving an email request for the Proposed Final Estimate from County's CA. Consultant shall place the meeting agenda and minutes for the lessons learned meeting in the Project files within two (2) working days of the meeting date.

The Hanna Group Revised Amended Hourly Loaded Rates

Revised Amended Exhibit B

Construction Inspection / Construction Management Services

Hourly Loaded Rates

Classification	Hourly Loaded Rate
Assistant Resident Engineer/Structure Representative	\$149.76
On-Call Inspector	\$137.98
Construction Inspector - Structures	\$132.47
Construction Inspector - Roadway	\$129.80
Office Engineer	\$123.00
<p><i>Notes:</i></p> <p>(1): The Hanna Group loaded rate includes OH Multiplier that includes employees' fringe benefits (workers compensation, medical insurance, vacation, sick leave, etc.) home office administration, professional liability insurance, etc., all home office support and supplies.</p> <p>(2): Direct Rate to comply with prevailing wage rate. All hours are billed in conformance with the California Labor Code and prevailing wage requirements.</p> <p>(3): Other Direct Costs including but not limited to subconsultants' services, outside services, and shipping charges shall be invoiced at Consultant's cost, without markup, for the services rendered.</p> <p>(4): Travel and per diem costs will be reimbursed only for source inspection services performed by Consultant. Reimbursement for source inspection travel and/or per diem expenses for Consultant shall be compensated in accordance with the provisions of ARTICLE III, Compensation for Services, of this Agreement.</p>	

**Hanna Engineering, Inc. dba
The Hanna Group**

Revised Amended Exhibit C

Revised Amended Cost Proposal*

Scope of Work

Item of Work A.	Pre-Construction Services	\$	-
Item of Work B.	Construction Inspection	\$	210,000.00
Item of Work C.	Construction Administration	\$	246,114.00
Item of Work D.	Construction Engineering	\$	45,000.00
Item of Work E.	Water Pollution Control	\$	15,000.00
Item of Work F.	Project Closeout	\$	10,000.00
Item of Work G.	Landscape Architect	\$	-
Item of Work H.	Source Inspection	\$	55,000.00
	Consultant Subtotal	\$	581,114.00

Subconsultants:

Vali Cooper & Associates, Inc.

Item of Work B, Construction Inspection	\$	228,514.00
Item of Work C, Construction Administration	\$	245,372.00
Item of Work E, Water Pollution Control	\$	50,000.00
Item of Work F, Project Closeout	\$	55,000.00

Orsee Design Associates

Item of Work G, Landscape Architect	\$	10,000.00
Subconsultant Subtotal	\$	588,886.00

Other Direct Costs:

Outside Services - RMA Group		
Item of Work H, Source Inspection - Testing	\$	15,000.00
Other Direct Costs	\$	5,000.00
Indirect Expenses and Other Direct Costs Subtotal	\$	20,000.00

Optional Tasks Estimate \$ 110,000.00

Revised Amended Total Proposed Contract Budget Cost Estimate \$ **1,300,000.00**

*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 services to be provided in accordance with this budget, Consultant may request to reallocate the expenses listed herein among its personnel (not its subconsultants) and among the various items of work identified herein, subject to the Contract Administrator's written approval. Consultant may request to reallocate the amounts listed herein for its subconsultants among each individual subconsultant's items of work (subconsultant direct costs) and not among the various subconsultants, subject to Contract Administrator written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.