

# ORIGINAL

## Drake, Haglan & Associates, Inc.

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #059-S1611

**THIS FIRST AMENDMENT** to that Agreement for Services #059-S1611 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 Drake, Haglan & Associates, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 11060 White Rock Road, Suite 200, Rancho Cordova, California 95670, (hereinafter referred to as "Consultant");

### RECITALS

**WHEREAS**, Consultant has been engaged by County to provide on-call structural engineering support services for the Community Development Agency pursuant to Agreement for Services #059-S1611, dated October 29, 2015, incorporated herein and made by reference a part hereof (hereafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to revise the scope of services, amending **ARTICLE I, Scope of Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to include emergency services and increase the not-to-exceed compensation amount of the Agreement by \$200,000, amending **ARTICLE V, Allowable Costs and Payments**;

**WHEREAS**, the parties hereto desire to amend the Agreement to incorporate additional federal references, amending **ARTICLE VII, Cost Principles and Administrative Requirements**;

**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 #059-S1611, as follows:

**ARTICLE I, Scope of Services**, is amended to add the following as paragraph four (4) of the Agreement:

For emergencies performed on an emergency basis, as determined by COUNTY'S Contract Administrator, authorization to perform the required work may occur through verbal or email communication to CONSULTANT. Any verbal or email authorization to perform emergency services under this Agreement will be confirmed to CONSULTANT by a written Task Order or Work Order, as applicable, issued by COUNTY'S Contract Administrator. CONSULTANT shall respond to all requests for emergency services within seventy-two (72) hours of the verbal or email service authorization.

**ARTICLE V, Allowable Costs and Payments, Section J and Section P of the Agreement are amended to read as follows:**

- J. A Task Order or Work Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. With the exception of emergency Task Orders or Work Orders under **ARTICLE I, Scope of Services**, as amended, no expenditures are authorized on a project and work shall not commence until a Task Order or Work Order for that project has been executed by COUNTY.
  
- P. The total amount payable by COUNTY for all Task Orders or Work Orders resulting from this Agreement shall not exceed \$600,000. 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 Task Orders or Work Orders.

**ARTICLE VII, Cost Principles and Administrative Requirements, Section B and Section C of the Agreement are amended to read as follows:**

- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable.
  
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., and 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, are subject to repayment by CONSULTANT to COUNTY.

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

**Requesting Contract Administrator and Division Concurrence:**

By: Bard Lower Dated: 3/20/17  
Bard R. Lower  
Transportation Division Director  
Community Development Agency

**Requesting Department Concurrence:**

By: Roger Niello Dated: 3/20/17  
Roger Niello  
Interim Director  
Community Development Agency

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #059-S1611 on the dates indicated below.

-- COUNTY OF EL DORADO --

By:   
Shiva Frentzen  
Chair  
Board of Supervisors  
"County"

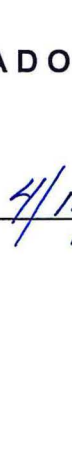
Dated: 4/11/17

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


By:   
Deputy Clerk

Dated: 4/11/17

-- DRAKE, HAGLAN & ASSOCIATES, INC. --

By:   
Dennis M. Haglan  
President  
"CONSULTANT"

Dated: 3/16/17

By:   
Craig C. Drake  
Chief Financial Officer

Dated: 3/16/2017