

## **Dewberry Engineers Inc.**

### **SECOND AMENDMENT TO AGREEMENT FOR SERVICES #7825**

**THIS SECOND AMENDMENT** to that Agreement for Services #7825 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 Dewberry Engineers Inc., a New York corporation duly qualified to conduct business in the State of California, whose principal place of business is 8401 Arlington Boulevard, Suite 1, Fairfax, Virginia 22031, and whose local address is 11060 White Rock Road, Suite 200, 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 assist its Department of Transportation with as-needed construction support services for various COUNTY projects, pursuant to Agreement for Services #7825, dated September 26, 2023, and First Amendment to Agreement for Services #7825, dated March 19, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to update the rate schedule for the remainder of the term of the Agreement, amending **ARTICLE II, Compensation for Services**, and adding **Amended Exhibit B, Amended Rate Schedule**;

**WHEREAS**, the parties hereto desire to fully-replace or add specific Articles to include updated contract provisions.

**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 #7825 on the following terms and conditions:

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

#### **ARTICLE II**

**Compensation for Services:** For services provided herein, including all of the deliverables described in individual Task Orders and Work Orders issued pursuant to this Agreement, and including all of the forms and reports required under the DBE provisions of this Agreement; and including the progress reports required by ARTICLE III, Progress Reports, below, COUNTY agrees to pay CONSULTANT in arrears. Payment shall be made within forty-five (45) days following COUNTY's receipt and approval of itemized invoices detailing services rendered.

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 Second Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, marked "Rate Schedule," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of this Second Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Rate Schedule," incorporated herein and made by reference a part hereof.

Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at CONSULTANT's cost, for the services rendered. Any invoices that include other direct costs shall be accompanied by backup documentation to substantiate CONSULTANT's costs for the services being billed on those invoices.

Any reimbursements for mileage expenses, if any, will only be made if such expenses are included in the Cost Proposal of an approved and fully executed Task Order or Work Order issued pursuant to this Agreement.

Travel costs (i.e., overnight lodging, meals, 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. The total amount payable by COUNTY for an individual Task Order or Work Order shall not exceed the amount agreed to in the Task Order or Work Order, unless COUNTY's Contract Administrator and CONSULTANT amend the Task Order or Work Order in writing and prior to the performance of the work.

Cost Proposals shall be submitted for each Task Order and/or Work Order. Cost Proposals are subject to an audit or Certified Public Accountant Indirect Cost Audit Workpaper Review and are more fully described in ARTICLE IX, Audit Review Procedures.

In accordance with ARTICLE XII, State Prevailing Wage Rates, CONSULTANT shall provide COUNTY's Contract Administrator with certified payroll for applicable personnel 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 applicable project. No invoice shall be paid until the certified payroll is submitted. CONSULTANT shall keep payroll records in accordance with California Labor Code Section 1776.

**II. The following articles are fully replaced in their entirety:**

**ARTICLE VI**

**Termination:**

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, or any Task Order or Work Order issued under this 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 XIII, Conflict of Interest.
- B. The maximum amount for which COUNTY shall be liable if this Agreement is terminated is the not-to-exceed amount of the Task Order or Work Order or the total amount of this Agreement, as applicable.
- C. Bankruptcy: COUNTY may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of CONSULTANT.
- D. 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.
- E. 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, as applicable. 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.

- F. Completion of Work: In the event of termination of the Agreement, for default or without cause, COUNTY reserves the right to take over and complete any work, service, or task by contract or by other means.

### **ARTICLE XIII**

#### **Conflict Of Interest:**

- A. During the term of this Agreement, CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing COUNTY construction project that will follow. CONSULTANT has acknowledged this interest of CONSULTANT and CONSULTANT has duly executed Exhibit C, marked "Interest of CONSULTANT Disclosure Statement," incorporated herein and made by reference a part hereof.
- B. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest if required by either COUNTY ordinance or State law.
- C. CONSULTANT hereby certifies that it does not now have, nor shall it acquire, any financial or business interest that would conflict with the performance of services under this Agreement.
- D. CONSULTANT hereby certifies that CONSULTANT or subconsultant and any firm affiliated with CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.
- E. CONSULTANT covenants that during the term of this Agreement neither it, or any officer or employee of CONSULTANT, has or shall acquire any interest, directly or indirectly, in any of the following:
1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.

2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.

3. Any officer or employee of COUNTY that are involved in this Agreement.

If CONSULTANT becomes aware of a conflict of interest related to this Agreement, CONSULTANT shall promptly notify COUNTY of the existence of that conflict, and COUNTY may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE VI, Termination.

F. Pursuant to Government Code section 84308 (SB 1439, the Levine Act), CONSULTANT shall complete and sign the attached Exhibit D-1, marked "Updated California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by CONSULTANT, if any, to any officer of COUNTY.

## **ARTICLE XVI**

### **Non-Discrimination Clause and Statement of Compliance:**

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Government Code §12990 and 2 CCR Section §11102.

B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

1.1 CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 [a-f] et seq.) and the applicable regulations promulgated there under (2 CCR § 11000 et seq.), the provisions of Gov. Code §§ 11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair

Employment and Housing Commission implementing Government Code Section 12900 (a-f), set forth in Subchapter 5 of Chapter 5 of Division 1.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

- C. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- D. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- E. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- F. CONSULTANT with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- G. CONSULTANT shall comply with regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- H. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other

arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

I. CONSULTANT agrees to comply with the following non-discrimination statutes and authorities; including at a minimum:

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.)
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended;
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low- income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons



have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Except as herein amended, all other parts and sections of Agreement for Services #7825 shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to Agreement for Services #7825 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

**--DEWBERRY ENGINEERS INC.--**

By: *Dennis M. Haglan*  
Dennis M. Haglan (Mar 12, 2025 13:42 PDT)

Dated: 03/12/2025

Dennis Haglan  
Senior Vice President  
"CONSULTANT"

By: *Cynthia Chen*  
Cynthia Chen (Apr 1, 2025 13:12 EDT)

Dated: 04/01/2025

Cynthia Chen  
Chief Financial Officer

# Dewberry Engineers Inc.

## Amended Exhibit B

### Amended Rate Schedule

<b>Name/Classification</b>	<b>FY 2024 Billing Rate 7/1/23- 6/30/24</b>	<b>FY 2025 Billing Rate 7/1/24-6/30/25</b>	<b>FY 2026 Billing Rate 7/1/25- 6/30/26</b>	<b>FY 2027 Billing Rate 7/1/26-6/30/27</b>
Construction Professional VII	\$341	\$358	\$376	\$395
Construction Professional VI	\$300	\$315	\$330	\$347
Construction Professional V	\$263	\$277	\$290	\$305
Construction Professional IV	\$227	\$239	\$251	\$263
Construction Professional III	\$207	\$217	\$228	\$239
Construction Professional II	\$170	\$179	\$188	\$197
Construction Professional I	\$145	\$152	\$159	\$167
Inspector VII, Straight time**	\$248	\$260	\$273	\$287
Inspector VII, Overtime(1.5x)**	\$271	\$285	\$299	\$314
Inspector VII, Overtime(2x)**	\$316	\$332	\$348	\$366
Inspector VII, 2 <sup>nd</sup> Shift Straight time**	\$248	\$260	\$273	\$287
Inspector VII, 2 <sup>nd</sup> Shift Overtime(1.5x)**	\$271	\$285	\$299	\$314
Inspector VII, 2 <sup>nd</sup> Shift Overtime(2x)**	\$316	\$332	\$348	\$366
Inspector VI, Straight time**	\$217	\$228	\$239	\$251
Inspector VI, Overtime(1.5x)**	\$243	\$255	\$268	\$281
Inspector VI, Overtime(2x)**	\$268	\$281	\$295	\$310
Inspector VI, 2 <sup>nd</sup> Shift Straight time**	\$228	\$240	\$252	\$265
Inspector VI, 2 <sup>nd</sup> Shift Overtime(1.5x)**	\$269	\$283	\$297	\$312
Inspector VI, 2 <sup>nd</sup> Shift Overtime(2x)**	\$310	\$325	\$341	\$359
Inspector V, Straight time**	\$186	\$195	\$205	\$215
Inspector V, Overtime(1.5x)**	\$226	\$237	\$249	\$261
Inspector V, Overtime(2x)**	\$265	\$278	\$292	\$306
Inspector V, 2 <sup>nd</sup> Shift Straight time**	\$209	\$219	\$230	\$242
Inspector V, 2 <sup>nd</sup> Shift Overtime(1.5x)**	\$253	\$266	\$279	\$293
Inspector V, 2 <sup>nd</sup> Shift Overtime(2x)**	\$297	\$312	\$328	\$344
Inspector IV, Straight time**	\$170	\$179	\$188	\$197
Inspector IV, Overtime(1.5x)**	\$207	\$217	\$228	\$239
Inspector IV, Overtime(2x)**	\$243	\$255	\$267	\$281
Inspector IV, 2 <sup>nd</sup> Shift Straight time**	\$192	\$202	\$212	\$222
Inspector IV, 2 <sup>nd</sup> Shift Overtime(1.5x)**	\$232	\$244	\$256	\$269
Inspector IV, 2 <sup>nd</sup> Shift Overtime(2x)**	\$273	\$287	\$301	\$316
Inspector III, Straight time**	\$150	\$158	\$166	\$174
Inspector III, Overtime(1.5x)**	\$182	\$191	\$200	\$210
Inspector III, Overtime(2x)**	\$213	\$224	\$235	\$247
Inspector III, 2 <sup>nd</sup> Shift Straight time**	\$168	\$176	\$185	\$194
Inspector III, 2 <sup>nd</sup> Shift Overtime(1.5x)**	\$204	\$214	\$225	\$236
Inspector III, 2 <sup>nd</sup> Shift Overtime(2x)**	\$239	\$251	\$264	\$277

<b>Name/Classification</b>	<b>FY 2024 Billing Rate</b> 7/1/23- 6/30/24	<b>FY 2025 Billing Rate</b> 7/1/24-6/30/25	<b>FY 2026 Billing Rate</b> 7/1/25- 6/30/26	<b>FY 2027 Billing Rate</b> 7/1/26-6/30/27
Inspector II**	\$124	\$130	\$137	\$144
Inspector I**	\$98	\$103	\$108	\$113
Administrative Professional V	\$181	\$190	\$200	\$210
Administrative Professional IV	\$166	\$174	\$183	\$192
Administrative Professional III	\$129	\$136	\$143	\$150

\*\* Classification subject to Prevailing Wage

Reimbursement for mileage expenses for CONSULTANT and for any subconsultants, if applicable, shall be compensated in accordance with the provisions of ARTICLE II, Compensation for Services, and ARTICLE VII, Cost Principles and Administrative Requirements, of this Agreement.

Overtime (1.5x) and Overtime (2x) is calculated as follows:

Overtime (1.5x)\*: Rate 8.01-12 hours (Overtime), Monday through Friday, and 0-8 hours Saturday

Overtime (2x)\*\*: Rate 12.01+ hours, Saturdays 8.01+ hours, and any work performed on Sundays (0+ hours) (Double Time)

Other direct costs including special reproductions, delivery charges, and other outside services authorized herein, shall be invoiced at CONSULTANT's cost.

# Dewberry Engineers Inc.

## Exhibit D-1

### California Levine Act Statement

#### California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than five hundred dollars (\$500) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$500 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$500 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

☐ YES ☒ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

01/12/2025

Date

Dennis M. Haglan

Dennis M. Haglan (Mar 12, 2025 13:42 PDT)

Signature of authorized individual

\_\_\_\_\_  
Type or write name of company

\_\_\_\_\_  
Type or write name of authorized individual