

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

The Hanna Group

FIRST AMENDMENT TO AGREEMENT FOR SERVICES # AGMT 12-53495

THIS FIRST 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 1428 Alvarado Avenue, Burlingame, California 94010 and whose local office address is 11060 White Rock Road, Suite 200-A, Rancho Cordova, California 95670 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide construction support services for the Department of Transportation 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 remove subconsultant Alta Vista Solutions from the source inspection scope of work and to transfer this source inspection work to Consultant, amending **ARTICLE I, Scope of Services** and adding **Amended Exhibit A**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 12-53495 to add other direct costs to the Agreement, replacing **ARTICLE III, Compensation for Services** and replacing **Exhibit B** with **Amended Exhibit B**;

WHEREAS, the parties hereto desire to amend Agreement for Services # AGMT 12-53495 to transfer funds from subconsultant Alta Vista Solutions to Consultant, replacing **ARTICLE III, Compensation for Services** and replacing **Exhibit C** with **Amended Exhibit C**;

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 # AGMT 12-53495, as follows:

ARTICLE I, Scope of Services, second, fourth, 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" and Amended Exhibit A, marked "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 and Amended Exhibit A hereto. Modifications to the deliverables required, to the completion times specified in Exhibit A and 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, "Scope of Work" and Amended Exhibit A, "Amended Scope of Work" 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 and Amended Exhibit A. Such Optional Tasks may supplement or modify the Scope of Work as identified in Exhibit A and 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.

Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in Exhibit A and 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 replaced with the following:

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, Scope of Work, Amended Exhibit A, Amended Scope of Work, 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 purposes hereof, 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.

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.

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

Amended Exhibit C, Amended Cost Proposal*, is subject to an audit or Certified Public Accountant Indirect Cost Audit Workpaper Review. Amended Exhibit C, 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, 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:

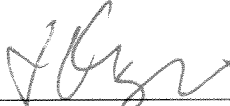
County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667
Attn.: Administration Division – Accounts Payable

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.

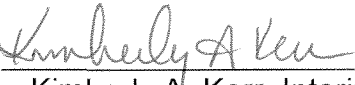
Except as herein amended, all other parts and sections of Agreement for Services # AGMT 12-53495 shall remain unchanged and in full force and effect.

Contract Administrator Concurrence:

By: 
John Kahling, P.E.
Deputy Director, Engineering
Construction Division
Department of Transportation

Dated: 01/11/13

Requesting Department Concurrence:

By: 
Kimberly A. Kerr, Interim Director
Department of Transportation

Dated: 1/9/13

IN WITNESS WHEREOF, the parties hereto have executed this First 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.
dba
THE HANNA GROUP --**

By:  _____ Dated: 1-25-13 _____

Narimane Panayotou
President
"Consultant"

By:  _____ Dated: 1-25-13 _____

Nick Panayotou
Corporate Secretary

Hanna Engineering, Inc.
dba
The Hanna Group

Amended Exhibit A

Amended Scope of Work

The first paragraph of the Scope of Work paragraph on page two (2) of the original Exhibit A, Scope of Work is replaced with the following:

Consultant and its two (2) subconsultants: 1) Orsee Design Associates, and 2) Vali Cooper & Associates, Inc. shall perform the tasks included in the Items of Work below.

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

Item of Work H. Source Inspection

In accordance with County's CA's directives and the current edition of the *Caltrans Source Inspection Quality Management Plan Outline*, Consultant shall provide a Source Inspection Quality Management Plan (SIQMP) and obtain Caltrans approval of the SIQMP. Consultant shall provide all source inspection services when required by the approved SIQMP, the current edition of the *Caltrans Construction Manual*, the contract documents, or when directed by the County's CA.

Deliverables: Consultant shall submit their SIQMP for Caltrans approval within thirty (30) days of execution of this Agreement. All subsequent resubmittals of SIQMPs shall be made to Caltrans within five (5) working days of receiving comments back from Caltrans on the previous SIQMP submittal. Consultant shall place all data and correspondence pertaining to source inspection in the Project files within five (5) working days of creating or receiving such data or correspondence.

The Hanna Group Hourly Loaded Rates

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

Notes:

(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.

(2): Direct Rate to comply with prevailing wage rate. All hours are billed in conformance with the California Labor Code and prevailing wage requirements.

(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.

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

Amended Exhibit C

Amended Cost Proposal*

Scope of Work

Item of Work A.	Pre-Construction Services	\$ 25,000.00
Item of Work B.	Construction Inspection	\$ 357,486.00
Item of Work C.	Construction Administration	\$ 346,114.00
Item of Work D.	Construction Engineering	\$ 100,000.00
Item of Work E.	Water Pollution Control	\$ 100,000.00
Item of Work F.	Project Closeout	\$ 65,000.00
Item of Work G.	Landscape Architect	\$ -
Item of Work H.	Source Inspection	\$ 25,000.00
	Consultant Subtotal	\$ 1,018,600.00

Subconsultants:

Vali Cooper & Associates, Inc.

Item of Work B, Construction Inspection	\$ 92,514.00
Item of Work C, Construction Administration	\$ 52,886.00

Orsee Design Associates

Item of Work G, Landscape Architect	\$ 10,000.00
Subconsultant Subtotal	\$ 155,400.00

Other Direct Costs:

Outside Services - RMA Group	
Item of Work H., Source Inspection Testing	\$ 15,000.00
Other Direct Costs	\$ 1,000.00
Indirect Expenses and Other Direct Costs Subtotal	\$ 16,000.00

Optional Tasks Estimate \$ 110,000.00

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.