

# ORIGINAL

## CALTROP Corporation

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #597-S1311

**THIS FIRST AMENDMENT** to that Agreement for Services #597-S1311 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 CALTROP Corporation, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 9337 Milliken Avenue, Rancho Cucamonga, California 91730, and whose local office address is 2495 Natomas Park Drive, Suite 150, Sacramento, California 95833, (hereinafter referred to as "Consultant");

### RECITALS

**WHEREAS**, Consultant has been engaged by County to provide construction support services for the Community Development Agency pursuant to Agreement for Services #597-S1311, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$500,000.00, amending **ARTICLE III, Compensation for Services**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the default, termination or cancellation provisions, amending **ARTICLE XVI, Default, Termination, and Cancellation**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the notice recipients, amending **ARTICLE XVII, Notice to Parties**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the interest of consultant requirements, amending **ARTICLE XXII, Interest of Consultant** and adding **Exhibit J**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update the following ARTICLES: **ARTICLE XXXIX, DBE Participation**, and **ARTICLE XLII, Debarment and Suspension Certification**, to reflect updated grant funding provisions;

**WHEREAS**, the parties hereto desire to amend the Agreement to reflect the Community Development Agency Director in Item A, amending **ARTICLE XLIV, Disputes**;

**WHEREAS**, the parties hereto desire to amend the Agreement to add **ARTICLE LIX, Iran Contracting Act Certification and Exhibit K; ARTICLE LX, Taxes; ARTICLE LXI, Conflict of Interest; ARTICLE LXII, No Third Party Beneficiaries; and ARTICLE LXIII, Counterparts**, to reflect updated County contracting 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 First Amendment to Agreement for Services #597-S1311, as follows:

**ARTICLE III, Compensation for Services, Item F. is amended to read as follows:**

- F. The total amount of this Agreement, inclusive of all costs, Task Orders and Work Orders, and inclusive of all work of subconsultants and expenses, shall not exceed \$1,250,000.

**ARTICLE XVI, Default, Termination, and Cancellation, is amended to include:**

- G. 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.

**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:

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

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

With a copy to:

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

Attn.: Katy Sampson  
Assistant Director  
Administration and Finance

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

CALTROP Corporation  
9337 Milliken Avenue  
Rancho Cucamonga, California 91730

Attn.: Alex Hashtroudi  
General Manager/Corporate Secretary

or to such other location as Consultant directs.

**ARTICLE XXII, Interest of Consultant, is amended to include:**

Consultant has acknowledged this interest of consultant and Consultant has duly executed Exhibit J, marked "Interest of Consultant Disclosure Statement," incorporated herein and made by reference a part hereof. Consultant herein certifies that Consultant does not now have nor shall acquire any financial or business interest that would conflict with the performance of services under this Agreement.

**ARTICLE XXXIX, DBE Participation, is amended to include:**

- D. A DBE may be terminated only with prior written approval from County and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting County's consent for the termination, Consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

**ARTICLE XLII, Debarment and Suspension Certification, is amended to include:**

- D. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the FHWA.

**ARTICLE XLIV, Disputes, Item A is amended to read as follows:**

- A. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by a committee consisting of County's Contract Administrator and the Community Development Agency Director, or designee, which may consider written or verbal information submitted by Consultant.

**The original Agreement is further amended to add the following Articles:**

**ARTICLE LIX**

**Iran Contracting Act Certification:** As required by California Public Contract Code Section 2204, for Agreements that are over \$1,000,000, Consultant certifies its status regarding the Iran Contracting Act of 2010 and has duly executed Exhibit K, marked "Iran Contracting Act Certification," incorporated herein and made by reference a part hereof.

#### **ARTICLE LX**

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **ARTICLE LXI**

**Conflict of Interest:** The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Consultant attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this Agreement and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Consultant relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in ARTICLE XVI, Default, Termination, and Cancellation, herein.

#### **ARTICLE LXII**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

#### **ARTICLE LXIII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

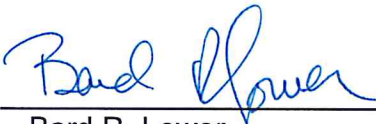
Except as herein amended, all other parts and sections of Agreement for Services #597-S1311 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
John Kahling, P.E.  
Deputy Director, Engineering  
Headington Engineering Unit  
Transportation Division  
Community Development Agency

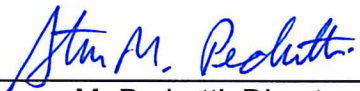
Dated: 07/01/14

**Requesting Division Concurrence:**

By:   
Bard R. Lower  
Transportation Division Director  
Community Development Agency

Dated: 7/2/14


**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 7/3/14

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #597-S1311 on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

**Norma Santiago**  
Board of Supervisors  
"County"

Dated: 7-15-14

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

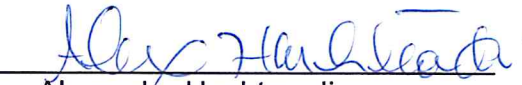
By:   
Deputy Clerk

Dated: 7-15-14

--CALTROP CORPORATION--

By:   
Javad Rassouli  
Chief Financial Officer  
"Consultant"

Dated: 6/27/2014

By:   
Alexander Hashtroudi  
Corporate Secretary

Dated: 6/27/2014

CALTROP Corporation

Exhibit J

INTEREST OF CONSULTANT DISCLOSURE STATEMENT

Disclosure of Conflicts

In accordance with ARTICLE XXII, Interest of Consultant, in the space provided below, and on supplemental sheets as necessary, (a) 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; and (b) Consultant shall disclose current clients who may have a financial interest in the outcome of this Agreement or any ensuing County construction project.

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Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Interest of Consultant Disclosure Statement, other than as disclosed above.

  
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Signature

Javad Rassouli  
\_\_\_\_\_

Name

Chief Financial Officer  
\_\_\_\_\_

Title

CALTROP Corporation  
\_\_\_\_\_

Company Name

6/27/2014  
\_\_\_\_\_

Date

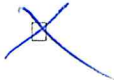
# CALTROP Corporation

## Exhibit K

### IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, I certify subject to penalty for perjury that: (i) I am duly authorized to execute this certification on behalf of Consultant; and (ii) the option checked below relating to Consultant's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:



Consultant is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

County has exempted Consultant from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, County will be unable to obtain the goods and/or services to be provided pursuant to the Agreement.

Signed Jana D. Rossouw

Titled Chief Financial Officer

Firm CALTROP Corporation

Date 6/27/2014

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Agreement amount, termination of the Agreement and/or ineligibility to bid on public contracts for three (3) years.