

Ghirardelli Associates, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #126-S1611

THIS FIRST AMENDMENT to that Agreement for Services #126-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 Ghirardelli Associates, Inc., a California corporation duly qualified to conduct business in the State of California, whose principal place of business is 2055 Gateway Place, Suite 410, San Jose, California 95110, and whose local office address is 2990 Lava Ridge Court, Suite 230, Roseville, California 95661 (hereinafter referred to as "CONSULTANT");

RECITALS

WHEREAS, CONSULTANT has been engaged by COUNTY to provide construction support and associated services pursuant to Agreement for Services #126-S1611, dated November 17, 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 memorialize the existing competitive proposal procedure utilized to award any Task Orders or Work Orders and to increase the not-to-exceed compensation amount of the Agreement by \$500,000, 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 #126-S1611, on the following terms and conditions:

- I. All references to Community Development Agency throughout the Agreement shall read Department of Transportation.
- II. **ARTICLE V, Allowable Costs and Payments, Section C and Section P of the Agreement are amended to read as follows:**
 - C. A request for Proposal will be issued for a specific project to Consultant and all other Consultants with whom the County has on-call agreements for the scope of work covered by the specific project. Through that competitive proposal procedure limited to existing on-call agreements, the County will select the most qualified consultant and negotiate, develop, and execute a Task Order or Work Order pursuant to Article I.

P. The total amount payable by COUNTY for all Task Orders or Work Orders resulting from this Agreement shall not exceed \$1,250,000. 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.

III. 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 Department Concurrence:

By:  _____ Dated: 9/19/17
Rafael Martinez
Director
Department of Transportation

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #126-S1611 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

--GHIRARDELLI ASSOCIATES, INC.--

By:  _____

Dated: 9/15/17 _____

Randall Bruner
Vice President
"CONSULTANT"

By:  _____

Dated: 9/15/17 _____

Raewyn Lelo Butcher
Vice President / Corporate Secretary