

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
2495 Natomas Park Drive, Suite 150
Sacramento, California 95833

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: _____

Requesting Division Concurrence:

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

Dated: _____

Requesting Department Concurrence:

By: _____
Steven M. Pedretti, Director
Community Development Agency

Dated: _____

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: _____

Dated: _____

Board of Supervisors
"County"

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

By: _____
Deputy Clerk

Dated: _____

--CALTROP CORPORATION--

By: _____
Javad Rassouli
Chief Financial Officer
"Consultant"

Dated: _____

By: _____
Alexander Hashtroudi
Corporate Secretary

Dated: _____