

**Dewberry Engineers Inc.**

doing business as

**Dewberry | Drake Haglan**

## **FIRST AMENDMENT TO AGREEMENT FOR SERVICES #3392**

**THIS FIRST AMENDMENT** to that Agreement for Services #3392 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 Drake, Haglan & Associates, Inc., a corporation, duly qualified to conduct business in the state of California, now owned and operating as Dewberry Engineers Inc. doing business as Dewberry | Drake Haglan, a New York corporation duly qualified to conduct business in the State of California, whose principal place of business is 8401 Arlington Boulevard, Fairfax, Virginia 22031 and whose local address is 11060 White Rock Road, Suite 200, Rancho Cordova, California 95670 (hereinafter referred to as "Consultant");

### **RECITALS**

**WHEREAS**, Drake, Haglan & Associates, Inc. has been engaged by County to assist County with on-call structural engineering and associated services for the Department of Transportation pursuant to Agreement for Services #3392, dated December 11, 2018, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

**WHEREAS, ARTICLE X, F, Subcontracting**, of the Agreement prohibits Drake, Haglan & Associates, Inc., from subcontracting, delegating, or assigning services to be provided, in whole or in part, to any other person or entity without prior written consent of County;

**WHEREAS**, Drake, Haglan & Associates, Inc. has been acquired by Dewberry Engineers Inc., effective September 27, 2019;

**WHEREAS**, by operation of this acquisition, Dewberry Engineers Inc. doing business as Dewberry | Drake Haglan shall assume all of Drake, Haglan & Associates, Inc.'s duties, responsibilities, and obligations, including insurance and indemnity obligations, for structural engineering and associated services under the terms and conditions of the Agreement, including, but not limited to, any liabilities or obligations for consulting services prior to the effective date of the acquisition;

**WHEREAS**, the parties hereto desire to amend the Agreement to change all references from Drake, Haglan & Associates, Inc. to Dewberry Engineers Inc. doing business as Dewberry | Drake Haglan;

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

**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 on the following terms and conditions:

- I. All references to Drake, Haglan & Associates, Inc. are substituted with Dewberry Engineers Inc. DBA Dewberry | Drake Haglan.
- II. The parties agree that by operation of the acquisition described above, Dewberry Engineers Inc. doing business as Dewberry | Drake Haglan, assumes all duties and obligations under this Agreement, including, but not limited to, any liabilities or obligations for services performed by Drake, Haglan & Associates, Inc. prior to the effective date of the acquisition, and Dewberry Engineers Inc. doing business as Dewberry | Drake Haglan is responsible for performing the work and services in accordance with all the terms and conditions of this Agreement.
- III. **ARTICLE XXIX, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XXIX**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United State 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  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Rafael Martinez  
Director

With a copy to:

County of El Dorado  
Chief Administrative Office  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Michele Weimer  
Procurement and Contracts  
Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Dewberry Engineers Inc. DBA Dewberry | Drake Haglan  
11060 White Rock Road, Suite 200  
Rancho Cordova, California 95670

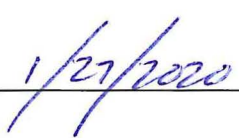
Attn.: Craig Drake  
Vice President

or to such other location as Consultant directs.

Except as herein amended, all other parts and sections of Agreement for Services #3392 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator and Department Concurrence:**

By:   
Rafael Martinez, Director  
Department of Transportation

Dated: 

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #3392 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: B.K. Venkay

Dated: 3/10/20

Board of Supervisors  
"County"

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

By: J. Smith  
Deputy Clerk

Dated: 3/10/20

-- DEWBERRY ENGINEERS INC.  
doing business as  
DEWBERRY | DRAKE HAGLAN --

By: C. Drake  
Craig Drake  
Vice President  
"Consultant"

Dated: 01/21/2020

By: Cynthia Chen  
Cynthia Chen  
Chief Financial Officer

Digitally signed by  
Cynthia Chen  
Date: 2020.01.13  
16:33:04 -05'00'

Dated: 1/13/2020