

WRECO

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #053-S1611

THIS FIRST AMENDMENT to that Agreement for Services #053-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 WRECO, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 1243 Alpine Road, Suite 108, Walnut Creek, California 94596, and whose local office address is 8331 Sierra College Boulevard, Suite 208, Roseville, California 95661 (hereinafter referred to as "CONSULTANT");

R E C I T A L S

WHEREAS, CONSULTANT has been engaged by COUNTY to provide on-call geotechnical and geological and hydraulic and hydrologic engineering support services for the Community Development Agency pursuant to Agreement for Services #053-S1611, dated October 27, 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 revise the scope of services to add emergency services, amending **ARTICLE I, Scope of Services**;

WHEREAS, the parties hereto desire to amend the Agreement to include emergency services, 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 \$150,000, 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 #053-S1611, on the following terms and conditions:

- I. All references to Community Development Agency throughout the Agreement shall read Department of Transportation.
- II. **ARTICLE I, Scope of Services**, is amended to add the following as paragraph four (4) of the Agreement:

For emergencies performed on an emergency basis, as determined by COUNTY's Contract Administrator, authorization to perform the required work may occur

through verbal or email communication to CONSULTANT. Any verbal or email authorization to perform emergency services under this Agreement will be confirmed to CONSULTANT by a written Task Order or Work Order, as applicable, issued by COUNTY's Contract Administrator. CONSULTANT shall respond to all requests for emergency services within seventy-two (72) hours of the verbal or email service authorization.

III. ARTICLE V, Allowable Costs and Payments, Section C, Section J, 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 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, COUNTY will select the most qualified consultant and negotiate, develop, and execute a Task Order or Work Order pursuant to ARTICLE I.
- J. A Task Order or Work Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. With the exception of emergency Task Orders or Work Orders under ARTICLE I, Scope of Services, as amended, no expenditures are authorized on a project and work shall not commence until a Task Order or Work Order for that project has been executed by COUNTY.
- P. The total amount payable by COUNTY for all Task Orders or Work Orders resulting from this Agreement shall not exceed \$450,000. 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.

IV. 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: _____

Bard R. Lower
Interim Director
Department of Transportation

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #053-S1611 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____ Dated: _____

Board of Supervisors
"COUNTY"

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

By: _____ Dated: _____
Deputy Clerk

-- W R E C O --

By: _____ Dated: _____
Han-Bin Liang
President
"CONSULTANT"