

ORIGINAL

#4358

Dewberry Engineers Inc.

doing business as

Dewberry | Drake Haglan

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #2885

THIS FIRST AMENDMENT to that Agreement for Services #2885 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 construction management and environmental support services for the Department of Transportation pursuant to Agreement for Services #2885, dated May 22, 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 construction management and environmental support 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 the Agreement to change all references from Community Development Services, Department of Transportation to Department of Transportation;

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. throughout the Agreement shall read Dewberry Engineers Inc. DBA Dewberry | Drake Haglan.
- II. All references to Community Development Services, Department of Transportation throughout the Agreement shall read Department of Transportation.
- III. 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.
- IV. **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.: Matthew D. Smeltzer, P.E.
Deputy Director, Engineering
Fairlane Engineering Division

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 #2885 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  Dated: 1/29/20
Matthew D. Smeltzer, P.E.
Deputy Director Engineering
Fairlane Engineering Unit
Department of Transportation

Requesting Department Concurrence:

By:  Dated: 1/27/2020
Rafael Martinez, Director
Department of Transportation

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #2855 on the dates indicated below.

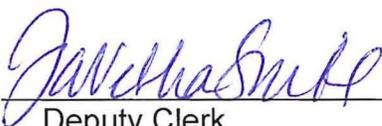
-- COUNTY OF EL DORADO --

By: 

Dated: 3/10/20

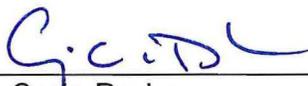
Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Dated: 3/10/20

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

By: 
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
16:32:39 -05'00'

Dated: 1/13/2020