

Crawford & Associates, Incorporated

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #052-S1611

THIS FIRST AMENDMENT to that Agreement for Services #052-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 Taber Consultants, a corporation duly qualified to conduct business in the State of California, now owned and operating as Crawford & Associates, Incorporated, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 4030 South Land Park, Suite C, Sacramento, California 95822 (hereinafter referred to as "CONSULTANT");

RECITALS

WHEREAS, Taber Consultants has been engaged by County to provide geotechnical and geological engineering support services, including materials testing and environmental geotechnics services, for its Community Development Agency pursuant to Agreement for Services #052-S1611, dated October 27, 2018, incorporated herein and made by reference a part hereof (herein after referred to as "Agreement");

WHEREAS, ARTICLE X, Subcontracting, of the Agreement prohibits Taber Consultants from assigning services to be provided, in whole or in part, to any other person or entity without prior written consent of COUNTY;

WHEREAS, Taber Consultants has been acquired by Crawford & Associates, Incorporated effective February 15, 2016;

WHEREAS, by operation of this acquisition, Crawford & Associates, Incorporated shall assume all of Taber Consultants' duties, responsibilities, and obligations, including insurance and indemnity obligations, for all services performed under the terms and conditions of the Agreement, including, but not limited to, any liabilities or obligations for services performed prior to the effective date of the acquisition;

WHEREAS, the parties hereto desire to amend the Agreement to change all references from Taber Consultants to Crawford & Associates, Incorporated;

WHEREAS, the parties hereto desire to amend **ARTICLE XXII, CONSULTANT's Project Manager**, to update CONSULTANT's Project Manager;

WHEREAS, the parties hereto desire to amend **ARTICLE XXVIII, Notice to Parties**, to update CONSULTANT's notice recipient;

WHEREAS, the parties hereto desire to amend **ARTICLE XXXVIII, Working Office**, to update CONSULTANT's working office location;

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 #052-S1611 on the following terms and conditions:

- I. All references to Taber Consultants are substituted with Crawford & Associates, Incorporated.
- II. The parties agree that by operation of the acquisition described above, Crawford & Associates, Incorporated assumes all duties and obligations under this Agreement, including, but not limited to, any liabilities or obligations for services performed by Taber Consultants prior to the effective date of the acquisition, and Crawford & Associates, Incorporated is responsible for performing the work and services in accordance with all the terms and conditions of this Agreement.
- III. **ARTICLE XXII, CONSULTANT's Project Manager**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXII

CONSULTANT's Project Manager: CONSULTANT designates Eric Nichols, Sr. Project Manager, as its Project Manager for this Agreement. CONSULTANT's Project Manager, or COUNTY-approved designee, shall be accessible to COUNTY's Contract Administrator, or designee, during normal COUNTY working hours and shall respond within twenty-four (24) hours to COUNTY inquiries or requests. CONSULTANT's Project Manager shall be responsible for all matters related to CONSULTANT's personnel, operations and any subconsultants authorized under this Agreement including but not limited to (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the individual Task Orders and Work Orders issued pursuant to this Agreement; (2) reviewing, monitoring training and directing CONSULTANT's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work. CONSULTANT's Project Manager must be a registered engineer in the State of California.

- IV. **ARTICLE XXVIII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXVIII

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
2850 Fairlane Court
Placerville, California 95667

Attn.: Bard R. Lower
Transportation Division Director

With a copy to:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement Unit

or to such other location as COUNTY directs.

Notices to CONSULTANT shall be addressed as follows:

Crawford & Associates, Incorporated
4030 South Land Park, Suite C
Sacramento, California 95822

Attn.: Benjamin D. Crawford, P.E., G.E.
President

or to such other location as CONSULTANT directs.


- V. **ARTICLE XXXVIII, Working Office**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXXVIII

Working Office: CONSULTANT shall establish a working office at a place acceptable to COUNTY. The parties hereto acknowledge and agree that CONSULTANT's office is located at 4030 South Land Park, Suite C, Sacramento, California 95822.


Except as herein amended, all other parts and sections of Agreement for Services #052-S1611 shall remain unchanged and in full force and effect.

Requesting Contract Administrator and Division Concurrence:

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

Dated: 5/26/16

Requesting Department Concurrence:

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

Dated: 5/26/16

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #052-S1611 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: 
Ron Mikulaco
Board of Supervisors
"County"

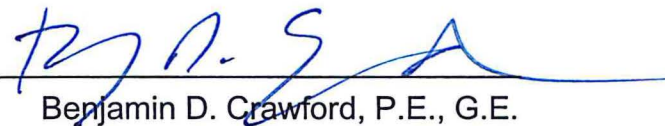
Dated: 6/28/16

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

By: 
Deputy Clerk

Dated: 6/28/16

-- CRAWFORD & ASSOCIATES, INCORPORATED --

By: 
Benjamin D. Crawford, P.E., G.E.
President
"Consultant"

Dated: 5/20/2016

By: 
Sarah J. Crawford, L.E.E.D.
Corporate Secretary

Dated: 5/20/2016



COUNTY OF EL DORADO
COMMUNITY DEVELOPMENT AGENCY

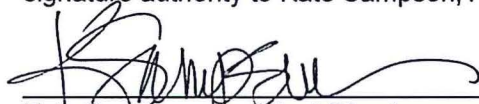
INTEROFFICE MEMORANDUM

Date: May 11, 2016
To: Larry Combs, Chief Administrative Officer
Joe Harn, Auditor/Controller
From: ^{smp} Steve Pedretti, Director
Subject: Delegation of Signature Authority

I will be out of the office at three different times this month, with the affected dates provided below:

May 12 through May 13, 2016
May 18 through May 19, 2016
May 26 through May 27, 2016

For my absences scheduled for May 12 through May 13, and May 26 through May 27, I am delegating my signature authority to Kate Sampson, Assistant Director, Administration and Finance Division.



Kate Sampson, Assistant Director
Administration and Finance Division

For my absence scheduled for May 18 through May 19, I am delegating my signature authority to Dave Defanti, Assistant Director, Community Development Agency, Long Range Planning.



Dave Defanti, Assistant Director
Community Development Agency, Long Range Planning

My assistant, Lauri Stutts, can be reached by calling Extension #7593 should assistance be needed during my absences.

Thank-you,



Steve Pedretti, Director
Community Development Agency

SMP:lks

cc: Dave Defanti, Assistant Director, Community Development Agency, LRP
Greg Stanton, Director, Environmental Management
Bard Lower, Director, Transportation
Roger Trout, Director, Development Services
Ruth Young, Chief Financial Officer
Karen Feathers, CAO's Office
Melanie Young, Auditor/Controller's Office