

CONSOR North America, Inc.

SIXTH AMENDMENT TO AGREEMENT FOR SERVICES #467-S1411

THIS SIXTH AMENDMENT to that Agreement for Services #467-S1411 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 Quincy Engineering, Incorporated, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 11017 Cobblersrock Drive, Suite 100, Rancho Cordova, California 95670 (hereinafter referred to as "CONSULTANT");

R E C I T A L S

WHEREAS, CONSULTANT has been engaged by COUNTY to provide project delivery support services, including updating the feasibility study, and providing environmental support services for the Mosquito Road Bridge at the South Fork American River Project for its Department of Transportation pursuant to Agreement for Services #467-S1411, dated July 29, 2014; First Amendment to Agreement for Services #467-S1411, dated March 7, 2017; Second Amendment to Agreement for Services #467-S1411, dated August 15, 2017; Third Amendment to Agreement for Services #467-S1411, dated August 28, 2018, Fourth Amendment to Agreement for Services #467-S1411, dated March 15, 2022, and Fifth Amendment to Agreement for Services #467-S1411, dated July 26, 2022 incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS Quincy Engineering, Incorporated was acquired and became a wholly owned subsidiary of CONSOR North America, Inc. in May 2019;

WHEREAS, ARTICLE XIV, Subcontracting, Assignment and Delegation, of the Agreement prohibits Quincy Engineering, Incorporated 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, by operation of this acquisition, CONSOR North America, Inc. shall assume all of Quincy Engineering, Incorporated's duties, responsibilities, and obligations, including insurance and indemnity obligations, for project delivery 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, Quincy Engineering, Incorporated executed an assignment agreement granting, assigning, transferring, conveying, delivering, delegating, and setting over unto CONSOR North America, Inc. all of Quincy Engineering, Incorporated's rights, title, interest, duties, obligations, and liabilities in, to, and under this Agreement. Quincy Engineering, Incorporated's assignment agreement is incorporated herein as Exhibit K,

marked "Assignment, Assumption, and Consent Agreement," effective as of the last signatory date contained on Exhibit K;

WHEREAS, Quincy Engineering, Incorporated has requested that County accept work under the Agreement and assign all of its rights, obligations, and liabilities to CONSOR North America, Inc.;

WHEREAS, CONSOR North America, Inc., acknowledges and agrees that all existing indemnity obligations shall remain in full force and effect for the duration of this Agreement, and as thereafter required by the Agreement;

WHEREAS, the parties hereto desire to amend the Agreement to change all references from Quincy Engineering, Incorporated to CONSOR North America, Inc.;

WHEREAS, COUNTY will accept this Sixth Amendment to Agreement for Services #467-S1411 on condition that CONSOR North America, Inc. assumes and fulfills the terms and conditions of this Sixth Amendment and the Agreement;

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

WHEREAS, the parties hereto desire to amend the Agreement to include current conflict of interest provisions required under California Government Code section 84308, amending **ARTICLE XXV, Conflict of Interest**, and adding **Exhibit L, California Levine Act Statement**;

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 Sixth Amendment to Agreement for Services #467-S1411 on the following terms and conditions:

- I. The parties agree that by operation of the acquisition described above, CONSOR North America, Inc. assumes all duties and obligations under this Agreement, including, but not limited to, any liabilities or obligations, including insurance and indemnity obligations, for services performed by Quincy Engineering, Incorporated prior to the effective date of the acquisition, and CONSOR North America, Inc. is responsible for performing the work and services in accordance with all the terms and conditions of this Agreement and Exhibit K, marked "Assignment, Assumption, and Consent Agreement," has been incorporated herein and made by reference a part hereof to the Agreement.
- II. All references to Quincy Engineering, Incorporated throughout the Agreement shall read CONSOR North America, Inc.
- III. **ARTICLE XXV, Conflict of Interest**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XXV

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 XVIII, Default, Termination, and Cancellation, herein.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit L, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by CONSULTANT, if any, to any officer of County.

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 the 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:

With a copy to:

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, California 95667

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Matthew D. Smeltzer, P.E.
Deputy Director, Engineering

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as COUNTY directs.

Notices to CONSULTANT shall be addressed as follows:

CONSOR North America, Inc.
11017 Cobblersrock Drive, Suite 100
Rancho Cordova, California, 95670

Attn.: Chris Rayasam
Chief Executive Officer

or to such other location as CONSULTANT directs.

Except as herein amended, all other parts and sections of Agreement for Services #467-S1411 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment to Agreement for Services #467-S1411 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"COUNTY"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

Dated: _____

-- CONSOR NORTH AMERICA, INC. --

By: _____
DocuSigned by:
Chris Rayasam
B99BA4E4DDE34E4...
Chris Rayasam
Chief Executive Officer
"CONSULTANT"

Dated: 2/2/2023 | 1:03:43 PM EST

By: _____
DocuSigned by:
Matthew Cass
774B42A8CD884E6...
Matthew Cass
Corporate Secretary

Dated: 2/2/2023 | 12:32:58 PM EST

CONSOR North America, Inc.

Exhibit K

ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

This Assignment, Assumption, and Consent Agreement (this “Assignment Consent”) is entered into effective as of the date of last signature, and is by and among Quincy Engineering, Incorporated, a corporation duly qualified to conduct business in the State of California (“Assignor”), and CONSOR North America, Inc., a corporation duly qualified to conduct business in the State of California (“Assignee”).

RECITALS

A. Assignor is Quincy Engineering, Incorporated under that certain Agreement for Services #467-S1411 with County dated July 29, 2014; First Amendment to Agreement for Services #467-S1411, dated March 7, 2017; Second Amendment to Agreement for Services #467-S1411, dated August 15, 2017; Third Amendment to Agreement for Services #467-S1411, dated August 28, 2018, Fourth Amendment to Agreement for Services #467-S1411, dated March 15, 2022, and Fifth Amendment to Agreement for Services #467-S1411, dated July 26, 2022 incorporated herein and made by reference a part hereof (hereinafter referred to as “Service Agreement”);

B. The Agreement pertains to project delivery support services, including updating the feasibility study, and providing environmental support services for the Mosquito Road Bridge at the South Fork American River Project for its Department of Transportation.

C. This Assignment Consent is being executed by Assignor and Assignee to memorialize: (i) the assignment of the Service Agreement from Assignor to Assignee; (ii) the Assignee’s agreement to accept, assume, and discharge all of Assignor’s duties, obligations, and liabilities related thereto; and (iii) County’s consent thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby grants, assigns, transfers, conveys, delivers, delegates and sets over unto Assignee the Service Agreement and all of Assignor’s rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement.

2. Assumption. Assignee hereby agrees to take assignment of the Service Agreement. As such, Assignee hereby assumes all of Assignor’s rights, title, interest, duties, obligations and liabilities in, to and under the Service Agreement and agrees to be bound by all of the terms and conditions of the Service Agreement, to assume and undertake to perform and discharge all of the duties, obligations and liabilities of Assignor arising under the Service Agreement, and to receive the benefits of the Service Agreement, all from and after the Effective Date hereof.

3. Counterparts. This Assignment Consent may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Assignment Consent delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

4. Severability. If any term or provision of this Assignment Consent is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment Consent or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner.

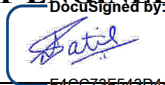
5. Headings. The headings in this Assignment Consent are for reference only and do not affect the interpretation.

6. Successors and Assigns. This Assignment Consent is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Consent on the dates indicated below.

Assignor:

QUINCY ENGINEERING, INCOPORATED

By:  _____
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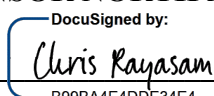
Name: Sandeep Patil


Title: Chief Executive Officer

Date: 2/2/2023 | 11:38:18 AM CST

Assignee:

CONSOR NORTH AMERICA, INC.

By:  _____
B99BA4E4DDE34E4...

By:  _____
774B42A8CD884E6...

Name: Chris Rayasam

Name: Matthew Cass

Title: Chief Executive Officer

Title: Secretary

Date: 2/2/2023 | 1:03:43 PM EST

Date: 2/2/2023 | 12:32:58 PM EST

CONSOR North America, Inc.

Exhibit L

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

2/2/2023 | 12:32:58 PM EST

Date

Consor North America, Inc.

Type or write name of company

DocuSigned by:

Matthew Cass

774B42A8CD884E6...

Signature of authorized individual

Matthew Cass

Secretary-Senior Vice President

Type or write name of authorized individual