



**First Amendment to Agreement No. 004-A-06/07-11  
Between the County of El Dorado and  
Owen Engineering and Management Consultants, Inc.**

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**THIS FIRST AMENDMENT TO AGREEMENT NO. 004-A-06/07-11** made and entered into the 11<sup>th</sup> day of December, 2007 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), acting by and through County Service Area No. 10, a lawfully established County Service Area as defined by Government Code Section 25210 et seq., and Owen Engineering and Management Consultants, Inc., now doing business as Owen Psomas, a Colorado Corporation duly qualified to conduct business in the State of California, whose principal place of business is 3377 Coach Lane Suite K, Cameron Park, CA 95682 (hereinafter referred to as "Consultant");

W I T N E S S E T H

**WHEREAS**, Owen Engineering and Management Consultants, Inc. has been engaged by County under Agreement for Services #004-A-06/07-11 to provide landfill and waste water engineering services for the Environmental Management Department; and

**WHEREAS**, Owen Engineering and Management Consultants, Inc. has requested that the County accept work under the Agreement by Owen Engineering and Management Consultants, Inc. doing business as Owen Psomas; and

**WHEREAS**, Owen Engineering and Management Consultants, Inc. will remain liable for all obligations, covenants, and conditions, and/or liabilities for services already performed under the terms and conditions of Agreement for Services #004-A-06/07-11, as approved by the Board of Supervisors and executed on December 12, 2006, incorporated herein and made by reference a part hereof; and

**WHEREAS**, Owen Engineering and Management Consultants, Inc., acknowledges and agrees that all existing indemnity and insurance obligations will remain in full force and effect for the duration of the Agreement for Services #004-A-06/07-11, and as thereafter required by the Agreement; and

**WHEREAS**, Owen Engineering and Management Consultants, Inc., doing business as Owen Psomas will assume all Contractor's duties, responsibilities and obligations under the terms and conditions of Agreement for Services #004-A-06/07-11; and

**WHEREAS**, the parties hereto have agreed to extend the term of Agreement #004-A-06/07-11 amending ARTICLE III – Term; and

**WHEREAS**, the parties hereto have determined and agreed to amend ARTICLE XIV – Notice to Parties; and

**WHEREAS**, County will accept this First Amendment on condition that Owen Engineering and Management Consultants, Inc., doing business as Owen Psomas fulfill the terms and conditions of this First Amendment, and the original Agreement for Services #004-A-06/07-11;

**NOW, THEREFORE**, the parties to the assignment of the subject Agreement from Owen Engineering and Management Consultants, Inc., doing business as Owen Psomas effective July 1, 2007, and that Owen Engineering and Management Consultants, Inc., doing business as Owen Psomas assumes all duties, covenants and obligations of the Contractor under this Agreement and is responsible for executing the work after July 1, 2007, in accordance with all terms and conditions as defined in the original Agreement for Services #004-A-06/07-11; and that Owen Engineering and Management Consultants, Inc. shall remain liable, jointly and severally, for all work performed prior to July 1, 2007, and further agrees that all indemnity and insurance obligations remain in full force and effect as stated herein above. Additionally, the parties do hereby agree that Agreement for Services #004-A-06/07-11 shall be amended a first time to read as follows:

**ARTICLE III**

**Term:** This Agreement shall be amended to extend for one (1) year from the date of execution thereof, expiring on December 12, 2008.

**ARTICLE XIV**

**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 registered. Notices to County shall be in duplicate and addressed as follows:

County of El Dorado  
Environmental Management Department  
Attention: Gerri Silva, Director  
2850 Fairlane Ct.  
Placerville, CA 95667

or to such other location as the County directs.

Notices to Consultant shall be addressed as follows:

Owen Engineering & Management Consultants, Inc.  
DBA Owen Psomas  
Attn.: Webster J. Owen, Jr.  
3377 Coach Lane, Suite K  
Cameron Park, CA 95682

All other sections of the Agreement No. 004-A-06/07-11 dated the 12<sup>th</sup> day of December, 2006 shall remain unchanged and in full force.

**REQUESTING DEPARTMENT CONCURRENCE:**

**By:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Gerri Silva, M.S., REHS  
Director Environmental Management Department**

**IN WITNESS WHEREOF**, the parties hereto have executed this First Agreement the day and year last below written.

**- - COUNTY OF EL DORADO - -**

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Helen Baumann, Chair**  
**Board of Supervisors**

**ATTEST:**  
**Cindy Keck, Clerk of the**  
**Board of Supervisors**

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_

**- - CONSULTANT - -**

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Webster J. Owen, Jr., P.E., Senior Vice President**  
**Owen Engineering and Management Consultants, Inc.**  
**Doing Business As Owen Psomas.**

**ATTEST:**

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Owen Engineering and Management Consultants, Inc.**  
**Doing Business As Owen Psomas.**