

HDR Construction Control Corporation

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #3562

THIS THIRD AMENDMENT to that Agreement for Services #3562 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 HDR Construction Control Corporation, a Nebraska corporation duly qualified to conduct business in the State of California, whose principal place of business is 1917 South 67th Street, Omaha, Nebraska 68106-2973, and whose local office address is 2365 Iron Point Road, Suite 300, Folsom, California 95630 (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CONSULTANT has been engaged by COUNTY to provide as-needed construction support services for its Department of Transportation, pursuant to Agreement for Services #3562, dated April 9, 2019, First Amendment to Agreement for Services #3562, dated March 22, 2022, and Second Amendment to Agreement for Services #3562, dated June 20, 2023, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date for one (1) additional year, to April 8, 2025, amending **ARTICLE IV, Performance Period**;

WHEREAS, the parties hereto desire to fully-replace a specific Article and sections to Articles to include updated contract provisions;

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 Third Amendment to Agreement for Services #3562 on the following terms and conditions:

- I. **ARTICLE IV, Performance Period**, of the Agreement is amended in its entirety to read as follows:

ARTICLE IV Performance Period:

- A. This Agreement shall go into effect upon execution, contingent upon approval by COUNTY, and CONSULTANT shall comment work after notification to proceed by COUNTY's Contract Administrator, or designee. The Agreement shall end on April 8, 2025, as amended, unless extended by Agreement amendment.
- B. CONSULTANT is advised that any recommendation for Agreement award is not binding on COUNTY until the Agreement is fully executed and approved by COUNTY.

C. The period of performance for each specific project shall be in accordance with the Task Order or Work Order for that project. If work on a Task Order or Work Order is in progress on the expiration date of this Agreement, the terms of the Agreement shall be extended by written Agreement amendment prior to expiration of the contract to cover the time needed to complete the Task Order or Work Order in progress only.

II. ARTICLE XXXII, Insurance, Section B is replaced in its entirety to read as follows:

B. Commercial General Liability Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01) of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage and a \$4,000,000 aggregate limit. COUNTY, including, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.

III. ARTICLE XIII, Conflict of Interest, Section F is replaced in its entirety to read as follows:

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), CONSULTANT shall complete and sign the attached Exhibit F-1, marked "Updated 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. The following Article is fully replaced in its entirety as follows:

ARTICLE XXXI

Indemnity: To the fullest extent permitted by law, CONSULTANT shall defend at its own expense, indemnify, and hold the COUNTY harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, COUNTY employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of CONSULTANT or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the active negligence, sole negligence, or willful acts of the COUNTY, its officers and employees, or as expressly prescribed by statute. This duty of CONSULTANT to indemnify and save COUNTY harmless includes the duties to defend set forth in Civil Code section 2778.

The insurance obligations of CONSULTANT are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

Except as herein amended, all other parts and sections of Agreement for Services #3562 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #3562 on the dates indicated below.

--COUNTY OF EL DORADO--

By: Wendy Thomas

Board of Supervisors
"COUNTY"

Dated: 3-12-24

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: Kyle Kypre

Deputy Clerk

Dated: 3-12-24

--HDR CONSTRUCTION CONTROL CORPORATION--

By: Jason Tom
Jason Tom (Feb 22, 2024 20:39 PST)

Jason A. Tom
Senior Vice President
"CONSULTANT"

Dated: 02/22/2024

HDR Construction Control Corporation

Exhibit F-1

Updated 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 accepts, solicits, or directs 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 disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the 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 contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution 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(s) 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.

01/23/2024

Date

HDR Construction Control Corp

Type or write name of company

Jason Tom
Jason Tom (Jan 23, 2024 15:08 PST)

Signature of authorized individual

Jason Tom

Type or write name of authorized individual