

ORIGINAL

Nichols Consulting Engineers, Chtd.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #498-S1711

THIS FIRST AMENDMENT to that Agreement for Services #498-S1711 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 Nichols Consulting Engineers, Chtd., a Nevada corporation duly qualified to conduct business in the State of California, whose principal place of business is 1885 South Arlington Avenue, Suite 111, Reno, Nevada 89509, whose local office address is 155 Highway 50, Suite 204, Stateline, Nevada 89449, and whose mailing address is Post Office Box 1760, Zephyr Cove, Nevada 89448 (hereinafter referred to as "CONSULTANT");

RECITALS

WHEREAS, Consultant has been engaged by County to provide environmental review services for the Department of Transportation, pursuant to Agreement for Services #498-S1711, dated June 6, 2017, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to add additional Items of Work to the Scope of Work, amending **ARTICLE I, Scope of Services**, and adding **Exhibit A-1, Additional Scope of Work**;

WHEREAS, the parties hereto desire to amend the Agreement to update the title of one of COUNTY's notice recipients, amending **ARTICLE XXVII, Notice to Parties**;

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. The First Recital of the Agreement is replaced in its entirety to read as follows:

WHEREAS, COUNTY has determined that it is necessary to obtain a consultant to assist its Department of Transportation with environmental, geotechnical, geological, hydraulic, hydrologic engineering support services, and other project delivery support services in the Tahoe Basin in conjunction with the Environmental Improvement Program (EIP);

II. All references to Community Development Agency, Transportation Division, throughout the Agreement shall read Department of Transportation.

III. All references to Exhibit A throughout the Agreement shall read Exhibit A and Exhibit A-1.

IV. **ARTICLE I, Scope of Services**, paragraph one (1) of the Agreement is amended in its entirety to read as follows:

CONSULTANT agrees to furnish personnel, subconsultants, materials, equipment, and services necessary to perform environmental, geotechnical, geological, hydraulic, hydrologic engineering support services, and other project delivery support services generally including, but not be limited to, those tasks as identified in Exhibit A, marked "Scope of Work," and Exhibit A-1, marked "Additional Scope of Work," both exhibits incorporated herein and made by reference a part hereof, or as identified in the individual Task Orders or Work Orders, as applicable, to be issued in accordance with this Agreement.

V. **ARTICLE XXVII, Notice to Parties**, is amended in its entirety to read as follows:

ARTICLE XXVII

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
2441 Headington Road
Placerville, California 95667

County of El Dorado
Chief Administrative Office
2850 Fairlane Court
Placerville, California 95667

Attn.: John Kahling, P.E.
Deputy Director Engineering
Headington Engineering Unit

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as COUNTY directs.

Notices to CONSULTANT shall be addressed as follows:


Nichols Consulting Engineers, Chtd.
1885 South Arlington Avenue, Suite 111
Reno, Nevada 89509

Attn.: Claude Corvino,
President

or to such other location as CONSULTANT directs.

Except as herein amended, all other parts and sections of Agreement for Services #498-S1711 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  _____
John Kahling, P.E.
Deputy Director, Engineering
Headington Engineering Division
Department of Transportation

Dated: 01/11/19

Requesting Department Concurrence:

By:  _____
Rafael Martinez, Director
Department of Transportation

Dated: 1/11/19

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #498-S1711 on the dates indicated below.

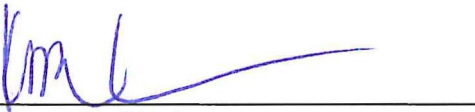
-- COUNTY OF EL DORADO --

By: 

Dated: 2/12/2019

Board of Supervisors
"County"

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

By: 
Deputy Clerk

Dated: 2/12/2019

-- NICHOLS CONSULTING ENGINEERS, CHTD. --

By: 
Claude Corvino
President
"Consultant"

Dated: 1-7-2019

By: 
Greg Fasiano
Corporate Secretary

Dated: 1-3-19

Nichols Consulting Engineers, Chtd.

Exhibit A-1

Additional Scope of Work

CONSULTANT shall furnish personnel, subconsultants, materials, equipment, and services necessary to perform various on-call geotechnical, geological, hydraulic, and hydrologic engineering services.

A. General geotechnical and geological services including, but not limited to:

- Complete geotechnical engineering and consultation, including field investigation, geologic reconnaissance and field mapping, soil testing, sampling, soil drilling and borings, slope stability analysis, scour analysis, and preparation of draft and final reports.
- Roadway structural section design recommendations, including core sampling and resistance "R" value tests and analysis.
- Foundation investigations and recommendations for bridges, buildings, retaining walls, mechanically stabilized earth walls, and associated transportation structures.
- Geotechnical or Material Analysis of structural (bridge, abutment, pier, footing, foundation, or retaining wall) elements.
- Providing qualified and appropriate traffic control services as required for field work.
- Stormwater sampling and testing, including assistance with required permits and Stormwater Pollution Prevention Plan preparation and implementation, in accordance with California Regional Water Quality Control Board and COUNTY Stormwater Management Plan's rules and regulations.

B. General hydraulic and hydrologic engineering services including, but not limited to:

- Hydraulic and hydrologic analysis, modeling, and design.

The actual number of issues addressed, level of service provided, and associated level of effort vary depending on the level of support requested or required by COUNTY as identified in each individual Task Order or Work Order issued by COUNTY's Contract Administrator.

COUNTY's Contract Administrator will issue a written Task Order for any work assignment where the not-to-exceed cost itemization is \$10,000 or greater. COUNTY's Contract Administrator will issue a written Work Order for any work assignment where the not-to-exceed cost itemization is less than \$10,000.

The deliverables shall be provided in hard copy and electronic format compatible with COUNTY's software requirements and in accordance with ARTICLE I, Scope of Services, as amended, of this Agreement.