

# ORIGINAL

## T. Y. Lin International

### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #551-S1411

**THIS FIRST AMENDMENT** to that Agreement for Services #551-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 T. Y. Lin International, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 345 California Street, San Francisco, California 94104, and whose local office address is 1601 Response Road, Suite 260, Sacramento, California 95815, and whose mailing address is Department CH 16981, Palatine, Illinois 60055-6981 (hereinafter referred to as "Consultant");

### RECITALS

**WHEREAS**, Consultant has been engaged by County to provide environmental and engineering services for the Bucks Bar Road at the North Fork Consumnes River – Bridge Replacement Project for its Community Development Agency pursuant to Agreement for Services #551-S1411, dated July 15, 2014, incorporated herein and made by reference a part hereof (herein after referred to as "Agreement");

**WHEREAS**, the parties hereto desire to amend the Agreement to modify the Optional Tasks under the Scope of Work to allow for any additional unforeseen tasks to be completed as required for Project completion, amending **ARTICLE I, Scope of Services**, and adding **Exhibit A-1, Amended Scope of Work**;

**WHEREAS**, the parties hereto desire to amend the Agreement to clarify the expiration date of the Agreement, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update Consultant's Project Manager, amending **ARTICLE X, Consultant's Project Manager**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update one (1) of County's notice recipients and Consultant's notice recipient, amending **ARTICLE XIX, Notice to Parties**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update Consultant's working office address, amending **ARTICLE XXXI, Working Office**;

**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 #551-S1411 on the following terms and conditions:

- I. Exhibit A, Scope of Work, is amended to include Exhibit A-1, marked "Amended Scope of Work," attached hereto and incorporated herein by reference. All references to Exhibit A throughout the Agreement shall read Exhibit A and Exhibit A-1.
- II. **ARTICLE I, Scope of Services**, Section C, paragraph two (2) of the Agreement is amended in its entirety to read as follows:

Before proceeding with any work concerning Optional Tasks under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Notices to Proceed or Work Orders, as applicable. For Optional Tasks specifically identified in Exhibit A, County's Contract Administrator will issue a separate Notice to Proceed for each assignment. In addition to the specific services identified in Exhibit A, or as assigned to Consultant as Task 6: Optional Tasks, this Agreement may also include additional optional work. For Optional Tasks not specifically identified in Exhibit A, County will issue a written Work Order for each assignment.

- III. **ARTICLE II, Term**, of the Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

#### **ARTICLE II**

**Term:** This Agreement shall become effective when fully executed by the parties hereto and shall expire on July 14, 2021.

- IV. **ARTICLE X, Consultant's Project Manager**, of the Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

#### **ARTICLE X**

**Consultant's Project Manager:** Consultant designates Bob Fish, P.E., S.E., Senior 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 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. Project Manager must be a registered engineer in the State of California.

- V. **ARTICLE XIX, Notice to Parties**, of the Agreement is deleted in its entirety and the following Article is added in its place to read as follows:



**ARTICLE XIX**

**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  
2441 Headington Road  
Placerville, California 95667

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

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:

T. Y. Lin International  
1601 Response Road, Suite 260  
Sacramento, California 95815

Attn.: William Mark Ashley,  
Senior Vice President

or to such other location as Consultant directs.


- VI. ARTICLE XXXI, Working Office,** of the Agreement is deleted in its entirety and the following Article is added in its place to read as follows:

**ARTICLE XXXI**

**Working Office:** Consultant shall establish a working office at a place acceptable to County. The parties hereto acknowledge and agree that Consultant's office located at 1601 Response Road, Suite 260, Sacramento, California 95815.

Except as herein amended, all other parts and sections of Agreement for Services #551-S1411 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator Concurrence:**

By:   
John Kahling, P.E.  
Deputy Director, Engineering  
Headington Engineering Unit  
Transportation Division  
Community Development Agency

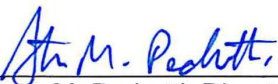
Dated: 10/11/16

**Requesting Division Concurrence:**

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

Dated: 10/11/16

**Requesting Department Concurrence:**

By:   
Steven M. Pedretti, Director  
Community Development Agency

Dated: 10/11/16

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #551-S1411 on the dates indicated below.

--COUNTY OF EL DORADO--

By:   
Michael Ranalli  
2nd Vice Chair  
Board of Supervisors  
"County"


Dated: 10/25/16

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

By:   
Deputy Clerk

Dated: 10/25/16

--T. Y. LIN INTERNATIONAL--

By:   
William Mark Ashley  
Senior Vice President  
Director West Region  
"Consultant"

Dated: 10/6/16

By:   
Veronica Fennie  
Chief Accounting Officer

Dated: Oct. 10, 2016

# **T.Y. LIN INTERNATIONAL**

## **Exhibit A-1**

### **Amended Scope of Work**

In accordance with the Agreement between County and Consultant, Consultant shall complete the additional Optional Tasks described below.

#### **AMENDMENT OVERVIEW:**

In addition to the services described in the Agreement and Exhibit A, Consultant shall complete the Optional Tasks detailed in the Scope of Work below in accordance with all of the terms and conditions, including the reporting and deliverable requirements, of the Agreement. Consultant shall provide the services below to assist County with the completion of the Project.

The modification to the Agreement shall expand Task 6, Optional Tasks, by allowing for any unforeseen additional tasks that may arise and not previously included in Exhibit A or in the budget for this Project.

#### **Task 6 – Optional Tasks**

County may require Consultant to perform additional Optional Tasks not identified in Exhibit A. Such Optional Tasks may supplement, expand, or otherwise modify the Scope of Work, but not be limited to, tasks that are deemed critical by County's CA. If Consultant's services are required for such additional Optional Tasks, County's CA will issue a separate Work Order for Consultant to perform those tasks in accordance with the provisions of this Agreement. Consultant shall not proceed with any Optional Tasks prior to receiving the Work Order from County.

For the Optional Tasks specifically identified in Exhibit A, County's CA will issue a separate Notice to Proceed for the individual work assignments.