

Mark Thomas & Company, Inc.

THIRD AMENDMENT TO AGREEMENT FOR SERVICES #157-S1411

THIS THIRD AMENDMENT to that Agreement for Services #157-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 Mark Thomas & Company, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2833 Junction Avenue, Suite 110, San Jose, California, 95134, and whose local office address is 701 University Avenue, Suite 200, Sacramento, California 95825 (hereinafter referred to as "Consultant");

RECITALS

WHEREAS, Consultant has been engaged by County to provide design services during construction for its U.S. 50/Silva Valley Parkway Interchange – Phase 1 Project (Project), pursuant to Agreement for Services #157-S1411, dated October 29, 2013; First Amendment to Agreement for Services #157-S1411, dated April 19, 2016; and Second Amendment to Agreement for Services #157-S1411, dated April 18, 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 extend the term of the Agreement, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to update one of County's notice recipients, amending **ARTICLE XVII, 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 Third Amendment to Agreement for Services #157-S1411 on the following terms and conditions:

- I. All references to Community Development Agency, Transportation Division shall read Department of Transportation.
- II. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:
ARTICLE II, Term
This Agreement shall become effective upon execution and shall cover the period of October 29, 2013 through December 31, 2020.
- III. **ARTICLE XVII, 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 same in the United State 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
Department of Transportation
2441 Headington Road
Placerville, California 95667

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

With a copy to:

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

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs.


Notices to Consultant shall be addressed as follows:

Mark Thomas & Company, Inc.
701 University Avenue, Suite 200
Sacramento, California 95825

Attn.: Zach Siviglia
Vice President

Except as herein amended, all other parts and sections of Agreement for Services #157-S1411, as amended, shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

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

Dated: 12/02/19

Requesting Department Concurrence:

By: 
Rafael Martinez, Director
Department of Transportation

Dated: 12/6/19

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement for Services #157-S1411 on the dates indicated below.

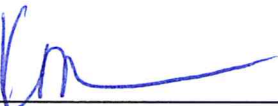
-- COUNTY OF EL DORADO --

By: 

Dated: 12/17/2019


Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors


By: 
Deputy Clerk

Dated: 12/17/2019

-- MARK THOMAS & COMPANY, INC. --

By: 
Zach Siviglia
Vice President
"Consultant"

Dated: 11/25/19

By: 
R. Matt Brogan, P.E.
Corporate Secretary

Dated: 11/21/19