# Mark Thomas & Company, Inc.

## SECOND AMENDMENT TO AGREEMENT FOR SERVICES #*157-S1411*

**THIS SECOND 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 2290 North First Street, Suite 304, San Jose, California, 95131, and whose local office address is 7300 Folsom Boulevard, Suite 203, Sacramento, California 95826 (hereinafter referred to as "Consultant");

## R E C I T A L S

**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, and First Amendment to Agreement for Services #157-S1411, dated April 19, 2016, both 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 Consultant's project manager, amending **ARTICLE VIII, Consultant's Project Manager**;

**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 Second Amendment to Agreement for Services #157-S1411 on the following terms and conditions:

I.   **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, 2019.

II.  **ARTICLE VIII, Consultant's Project Manager**, is amended in its entirety to read as follows:

Consultant designates R. Matt Brogan, P.E., Division 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.

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

**Requesting Contract Administrator Concurrence:**

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

**Requesting Division Concurrence:**

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

**Requesting Department Concurrence:**

By: _____       Dated: _____
     Roger Niello
     Interim Director
     Community Development Agency

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


## - - C O U N T Y   O F   E L   D O R A D O - -


By: _____     Dated: _____


      Board of Supervisors
      "County"


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


By: _____     Dated: _____
      Deputy Clerk


## - - M A R K   T H O M A S   &   C O M P A N Y ,   I N C . - -


By: _____     Dated: _____
      Robert A. Himes
      President
      "Consultant"


By: _____     Dated: _____
      R. Matt Brogan
      Corporate Secretary