

Bender Rosenthal, Inc.**SECOND AMENDMENT TO AGREEMENT FOR SERVICES #461-S1711**

THIS SECOND AMENDMENT to that Agreement for Services #461-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 Bender Rosenthal, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2825 Watt Avenue, Suite 200, Sacramento, California 95821, (hereinafter referred to as "CONSULTANT");

RECITALS

WHEREAS, CONSULTANT has been engaged by COUNTY to provide as-needed right of way services for the Department of Transportation pursuant to Agreement for Services #461-S1711, dated May 9, 2017, and First Amendment to Agreement for Services #461-S1711, dated May 15, 2020, 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 of May 8, 2021 for one (1) additional year, amending **ARTICLE IV, Performance Period**;

WHEREAS, the parties hereto desire to increase the not-to-exceed compensation amount of the Agreement by \$100,000, for a total not-to-exceed amount of \$450,000, amending **ARTICLE V, Allowable Costs and Payments**;

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 on the following terms and conditions:

- I. **ARTICLE IV, Performance Period, Section A**, of the Article is amended in its entirety to read as follows:
 - A. This Agreement shall go into effect upon execution, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY's Contract Administrator. The Agreement shall end on May 8, 2022, as amended, unless extended by contract amendment.

II. **ARTICLE V, Allowable Costs and Payments, Section P**, of the Article is amended in its entirety to read as follows:

P. The total amount payable by COUNTY for all Task Orders or Work Orders resulting from this Agreement shall not exceed \$450,000. It is understood and agreed that there is no guarantee, either expressed or implied, that this dollar amount will be authorized under this Agreement through Task Orders or Work Orders.

Except as herein amended, all other parts and sections of Agreement for Services #461-S1711 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #461-S1711 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"COUNTY"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- BENDER ROSENTHAL, INC. --

By:  _____

Dated: 3/4/2021 _____

David B. Wraa
~~Chief Executive Officer
and Chief Financial Officer~~ *President/Treasurer*
"CONSULTANT"