

**Bender Rosenthal, Inc.**

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES # AGMT 12-53603**

**THIS FIRST AMENDMENT** to that Agreement for Services # AGMT 12-53603 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 4400 Auburn Boulevard, Suite 102, Sacramento, California 95841, (hereinafter referred to as "Consultant");

**RECITALS**

**WHEREAS**, Consultant has been engaged by County to provide right of way appraisal, property acquisitions, pre-condemnation, and relocation services for the Community Development Agency pursuant to Agreement for Services # AGMT 12-53603, dated March 19, 2013, 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 March 18, 2016 for one (1) additional year, amending **ARTICLE II, Term**;

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's notice recipients, amending **ARTICLE XVII, Notice to Parties**;

**WHEREAS**, the parties hereto desire to amend the Agreement to change County's Contract Administrator, amending **ARTICLE LV, Contract Administrator**;

**WHEREAS**, the parties hereto have mutually agreed to amend the Agreement to add **ARTICLE LIX, Change of Address**; **ARTICLE LX, Taxes**; **ARTICLE LXI, No Third Party Beneficiaries**; and **ARTICLE LXII, Counterparts**; to reflect updated County contracting provisions;

**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 # AGMT 12-53603, as follows:

**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 upon final execution by both parties hereto and shall expire on March 18, 2017.

**ARTICLE XVII, 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 XVII**

**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:

With a copy to:

County of El Dorado  
Community Development Agency  
Transportation Division  
2850 Fairlane Court  
Placerville, California 95667

County of El Dorado  
Community Development Agency  
Administration and Finance Division  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Bard R. Lower  
Transportation Division Director

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:

Bender Rosenthal, Inc.  
4400 Auburn Boulevard, Suite 102  
Sacramento, California 95841

Attn.: David B. Wraa, MAI, ARA,  
Vice President

or to such other location as Consultant directs.

**ARTICLE LV, Contract Administrator, of the Agreement is deleted in its entirety and the following Article is added in its place to read as follows:**

**ARTICLE LV**

**Contract Administrator:** The County Officer or employee with responsibility for administering this Agreement is Bard R. Lower, Transportation Division Director, Community Development Agency, or successor.

**The Agreement is further amended to add the following Articles:**

**ARTICLE LIX**

**Change of Address:** In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XVII, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**ARTICLE LX**

**Taxes:** Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

**ARTICLE LXI**

**No Third Party Beneficiaries:** Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**ARTICLE LXII**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Except as herein amended, all other parts and sections of Agreement for Services # AGMT 12-53603 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator and Division Concurrence:**

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

Dated: 1/8/16

**Requesting Department Concurrence:**

By: Steven M. Pedretti  
Steven M. Pedretti, Director  
Community Development Agency

Dated: 1/11/16

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # AGMT 12-53603 on the dates indicated below.

--COUNTY OF EL DORADO--

By:   
Ron Mikulaco  
Board of Supervisors  
"County"

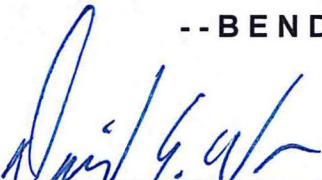
Dated: 2/23/16

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

By:   
Deputy Clerk

Dated: 2/23/16

--BENDER ROSENTHAL, INC.--

By:   
David B. Wraa, MAI, ARA  
Vice President  
"Consultant"

Dated: 1/7/16

By:   
Robert Schaevitz  
Chief Financial Officer

Dated: 1/7/16