

C & S Engineers, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #532-S1311

THIS FIRST AMENDMENT to that Agreement for Services #532-S1311 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 C & S Engineers, Inc., a New York corporation duly qualified to conduct business in the State of California, whose principal place of business is 499 Colonel Eileen Collins Boulevard, Syracuse, New York 13212, and whose local office address is 8950 Cal Center Drive, Suite 112, 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 airport consulting services for the Community Development Agency pursuant to Agreement for Services #532-S1311, incorporated herein and made by reference a part hereof (hereafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of July 29, 2016, for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$528,000, amending **ARTICLE III, Compensation for Services**;

WHEREAS, the parties hereto desire to amend the Agreement to update Consultant and County's notice recipient, amending **ARTICLE XIV, Notice to Parties**;

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

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

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 #532-S1311, as follows:

ARTICLE II, Term, of the Agreement is amended to read as follows:

ARTICLE II

Term: This Agreement shall become effective on July 30, 2013, and shall expire on July 29, 2017.

ARTICLE III, Compensation for Services, paragraphs 1, 6, and 9 of the Agreement are amended to read as follows:

ARTICLE III

Compensation for Services: For all services except environmental services, payment will only be made after FAA and State grants covering Consultant's services have been awarded to County. If the FAA and State grants are not awarded, Consultant shall not be entitled to any payments for services (other than for environmental services) rendered in anticipation of the grant awards. If the amounts of the awarded FAA and State grants are insufficient to cover the costs of Consultant's services, County shall only be obligated to pay Consultant for the amounts covered by the awarded grants, inclusive of County's grant match requirement. For environmental services only, County will pay Consultant prior to an FAA or State grant being awarded. For services provided herein, including all of the deliverables described in individual Task Orders issued pursuant to this Agreement, and including all of the forms and reports required under the Disadvantaged Business Enterprise (DBE) provisions of this Agreement, and including the progress reports required by ARTICLE XXI, Progress Reports, below, County agrees to pay Consultant in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of itemized invoices detailing services rendered.

The total amount of this Agreement shall not exceed \$878,000, inclusive of all costs, Task Orders and all work of subconsultants and expenses.

Consultant shall attach copies of any progress reports required under the provisions of ARTICLE XXI, Progress Reports, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Any invoices which include charges for testing services by outside laboratories or for subconsultants shall be accompanied by backup documentation to substantiate Consultant's actual cost for each item billed. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Invoices shall be mailed to County at the following address:

County of El Dorado
Community Development Agency
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Katy Sampson, Assistant Director
Administration and Finance

or to such other location as County directs.

ARTICLE XIV, Notice to Parties, of the Agreement is amended to read as follows:

ARTICLE XIV

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
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667

Attn.: Katy Sampson
Assistant Director

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:

C & S Engineers, Inc.
8950 Cal Center Drive, Suite 112
Sacramento, CA 95826

Attn.: Jessica L. Bryan, P.E., C.M.
Assistant Vice President

or to such other location as Consultant directs.

ARTICLE XXII, Consultant's Project Manager, of the Agreement is amended to read as follows:

ARTICLE XXII

Consultant's Project Manager:

Consultant designates Jessica L. Bryan, P.E., C.M., Department 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 work and to prepare the deliverables required by the Agreement; and (2) reviewing, monitoring, training and directing Consultant's personnel and any subconsultants authorized herein.

ARTICLE XLVI, Contract Administrator, of the Agreement is amended to read as follows:

ARTICLE XLVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Katy Sampson, Assistant Director, Administration and Finance Division, Community Development Agency, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #532-S1311 shall remain unchanged and in full force and effect.

Requesting Contract Administrator and Division Concurrence:

By: _____

Katy Sampson
Assistant Director
Administration and Finance Division
Community Development Agency

Dated: _____

Requesting Department Concurrence:

By: _____

Steven M. Pedretti, Director
Community Development Agency

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services #532-S1311 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: _____

Dated: _____

Board of Supervisors
"County"

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

By: _____
Deputy Clerk

Dated: _____

-- C & S ENGINEERS, INC. --

By: _____
Jessica L. Bryan, P.E., C.M.
Assistant Vice President
"Consultant"

Dated: _____