

C & S Engineers, Inc.

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #532-S1311

THIS SECOND 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 102, 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 pursuant to Agreement for Services #532-S1311, dated July 30, 2013, and the First Amendment dated June 28, 2016, all 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, 2017, for one (1) additional year, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto have mutually agreed to amend the Agreement to update the invoice address amending **ARTICLE III, Compensation for Services**;

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

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 Second Amendment to Agreement for Services #532-S1311 on the following terms and conditions:

- I. All references to Community Development Agency throughout the Agreement shall read County.
- II. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective on July 30, 2013, and shall expire on July 29, 2018.

III. ARTICLE III, Compensation for Services, paragraph 9, of the Agreement is amended to read as follows:

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 Services
Administration and Finance Division
2850 Fairlane Court
Placerville, California 95667
Attn.: Sherrie Busby
Administrative Services Officer

or to such other location as County directs.

IV. ARTICLE XIV, Notice to Parties, of the Agreement is amended in its entirety 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 Services
Administration and Finance Division
2850 Fairlane Court
Placerville, CA 95667

Attn.: Creighton Avila
Deputy Chief Administrative Officer

With a copy to:

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

Attn.: Michele Weimer
Administrative Services Officer
Contracts & Procurement

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 102
Sacramento, CA 95826

Attn.: Jessica L. Bryan, P.E., C.M.

or to such other location as Consultant directs.

- V. ARTICLE XLVI, Contract Administrator**, of the Agreement is amended in its entirety to read as follows:

ARTICLE XLVI

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Creighton Avila, Deputy Chief Administrative Officer, 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 Department Concurrence:

By: _____
Creighton Avila
Deputy Chief Administrative Officer

Dated: _____

IN WITNESS WHEREOF, the parties hereto have executed this Second 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. Mitrison
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

-- C & S ENGINEERS, INC. --

By: _____

Dated: _____

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