

# ORIGINAL

## Ghirardelli Associates, Inc.

### SECOND AMENDMENT TO AGREEMENT FOR SERVICES #126-S1611

**THIS SECOND AMENDMENT** to that Agreement for Services #126-S1611 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 Ghirardelli Associates, Inc., a California corporation duly qualified to conduct business in the State of California, whose principal place of business is 2055 Gateway Place, Suite 470, San Jose, California 95110, and whose local office address is 2990 Lava Ridge Court, Suite 230, Roseville, California 95661, (hereinafter referred to as "CONSULTANT");

### RECITALS

**WHEREAS**, CONSULTANT has been engaged by COUNTY to provide construction support and associated services for Community Development Services, Department of Transportation, pursuant to Agreement for Services #126-S1611, dated November 17, 2015, and the First Amendment dated October 10, 2017, 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 November 16, 2018, for two (2) additional years, amending **ARTICLE IV, Performance Period**;

**WHEREAS**, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$300,000, 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 Agreement is amended 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 five (5) years thereafter.

**II. ARTICLE V, Allowable Costs and Payments, Section P** of the Agreement is amended 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 \$1,550,000. 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 #126-S1611 shall remain unchanged and in full force and effect.

**Requesting Contract Administrator and Department Concurrence:**

By:   
Rafael Martinez  
Director  
Community Development Services  
Department of Transportation

Dated: 10/2/18

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #126-S1611 on the dates indicated below.

--COUNTY OF EL DORADO--

By: 

Dated: 11/13/2018

Board of Supervisors  
"County"

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

By: 

Dated: 11/13/2018

Deputy Clerk

--GHIRARDELLI ASSOCIATES, INC.--

By: 

Dated: 9/25/18

Randall Bruner  
Vice President  
"CONSULTANT"

By: 

Dated: 9/25/2018

Raewyn Lelo Butcher  
Vice President / Secretary