

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

**THIS FIRST 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 4400 Auburn Boulevard, Suite 102, Sacramento, California 95841, (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, 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, 2020 for one (1) additional year, amending **ARTICLE IV, Performance Period**;

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

**WHEREAS**, the parties hereto desire to amend the Agreement to update County's Contract Administrator, amending **ARTICLE LVII, 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 on the following terms and conditions:

- I. All references to Community Development Agency, Transportation Division throughout the Agreement shall read Department of Transportation.
- II. All references to Community Development Agency, Administration and Finance Division throughout the Agreement shall read Chief Administrative Office.
- III. **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, 2021, as amended, unless extended by contract amendment.

IV. **ARTICLE XXVIII, Notice to Parties**, of the Agreement is amended in its entirety to read as follows:

**ARTICLE XXVIII**

**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  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667

County of El Dorado  
Chief Administrative Office  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Rafael Martinez  
Director

Attn.: Michele Weimer  
Procurement and Contracts  
Manager

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.: Bob Morrison, President

or to such other location as CONSULTANT directs.

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

**ARTICLE LVII**

**Contract Administrator:** The COUNTY Officer or employee with the responsibility for administering this Agreement is Rafael Martinez, Director, Department of Transportation, or successor.

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

**Requesting Contract Administrator and Department Concurrence:**

By: \_\_\_\_\_

Rafael Martinez  
Director  
Department of Transportation

Dated: \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto have executed this First 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: \_\_\_\_\_

Bob Morrison  
President  
"CONSULTANT"

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Bob Schaevitz  
Chief Financial Officer