

ORIGINAL

Joe Vicini, Inc.

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #2969

THIS FIRST AMENDMENT to that Agreement for Services #2969 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 Joe Vicini, Inc., a corporation duly qualified to conduct business in the State of California, whose principal place of business is 315 Placerville Drive, Placerville, California 95667 (hereinafter referred to as "Contractor");

RECITALS

WHEREAS, Contractor has been engaged by County to provide on-call road zone maintenance services for the Department of Transportation pursuant to Agreement for Services #2969, dated June 1, 2018, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$250,000, amending **Article 4, Contract Price**;

WHEREAS, the parties hereto desire to update County's notice recipients, amending **Article 47, Notice**;

WHEREAS, the parties hereto desire to update County's Contract Administrator, amending **Article 53, Contract Administrator**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Contractor 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 Services, Administration and Finance Division, throughout the Agreement shall read Department of Transportation.

II. **Article 4, Contract Price, the second paragraph of the Article is amended in its entirety to read as follows:**

The total amount of this Agreement, as amended, shall not exceed \$500,000, inclusive of all Task Orders, Work Orders, costs, and expenses.

III. **Article 47, Notice, of the Agreement is amended in its entirety to read as follows:**

47. Notice

Any notice or other correspondence required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Notices personally delivered during normal business hours shall be deemed received on the actual date of delivery; mailed notices shall be deemed received one (1) day after affixed postmark. Notices and correspondence to County shall be in duplicate and delivered to it 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.: Matthew Smeltzer, P.E.
Deputy Director, Engineering
Fairlane Engineering Division

Attn.: Michele Weimer
Procurement and Contracts
Manager

Notices and correspondence to Contractor shall be delivered when personally delivered to, or if mailed, addressed to Contractor at:

Joe Vicini, Inc.
Post Office Box 206
Placerville, California 95667

Attn.: Gordon J. Vicini
President

Either party may change its address for notices or for its principal place of business by giving written notice pursuant to this Article.


IV. Article 53, Contract Administrator of the Agreement is amended in its entirety to read as follows:

53. Contract Administrator

The County Officer or employee with responsibility for administering this Agreement is Matthew Smeltzer, P.E., Deputy Director, Engineering, Fairlane Engineering Division, Department of Transportation, or successor.

Except as herein amended, all other parts and sections of Agreement for Services #2969 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: 
Matthew Smeltzer, P.E.
Deputy Director, Engineering
Fairlane Engineering Division
Department of Transportation

Dated: 6/10/19


Requesting Department Concurrence:

By: 
Rafael Martinez, Director
Department of Transportation

Dated: 6/19/19

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Agreement for Services # 2969 on the dates indicated below.


-- COUNTY OF EL DORADO --

By: 

Dated: 7/23/2019


Board of Supervisors
"County"

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

By: 
Deputy Clerk

Dated: 7/23/2019

-- JOE VICINI, INC. --

By: 
Gordon J. Vicini
President
"Contractor"

Dated: 6.14.19

By: 
Tammy Vicini Esteve
Corporate Secretary

Dated: 6.14.19