

AGREEMENT FOR SERVICES #066-S0811  
AMENDMENT II

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This Amendment II to that Agreement for Services #066-S0811, 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 Cunningham Engineering Corporation, a California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 2120 20<sup>th</sup> Street, Suite Three, Sacramento, CA 95818, (hereinafter referred to as "Consultant");

**W I T N E S S E T H**

**WHEREAS**, Contractor has been engaged by County to provide prepare Phase I and II construction documents for a Class I Bike Trail to be built within the Sacramento-Placerville Transportation Corridor (SPTC) between Forni Road and Missouri Flat Road for the Facilities and Fleet Services Department, in accordance with Agreement for Services #066-S0811, dated July 10, 2007, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to the scope and compensation of said Agreement, hereby amending and clarifying **ARTICLE II-Term** and **ARTICLE III – Compensation for Services**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #066-S0811 shall be amended a second time as follows:

**ARTICLE II**

**Term:** The term of this Agreement as amended shall be for the period of 7/10/2007 through 8/1/2009.

**ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Consultant monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying services rendered. For the purposes of this Agreement, the billing shall be in accordance with Exhibit "E", marked "SPTC Forni Road to Missouri Flat Road Segment - Engineering Cost Proposal, Phase 2" and Exhibit "C" marked "SPTC Forni Rd to Missouri Flat Rd Class 1 Bike Path Design Phase 2 Scope of Services-Construction Documents Cunningham Engineering Corporation", incorporated herein and by reference made part hereof. The total amount of this Agreement, as amended, shall not exceed \$322,000.00.

Except as herein amended, all other parts and sections of that Agreement #066-S0811 shall remain unchanged and in full force and effect.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

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

Jordan Postlewait  
Manager of Parks and Grounds  
Facilities and Fleet Services

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

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

Gayle Erbe-Hamlin  
Acting Director  
Facilities and Fleet Services

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**IN WITNESS WHEREOF**, the parties hereto have executed this Second Amendment to that Agreement for Services #066-S0811 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

**-- COUNTY OF EL DORADO --**

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

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

Chairman  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

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

Deputy Clerk

**-- CONSULTANT --**

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

CUNNINGHAM ENGINEERING CORPORATION  
A CALIFORNIA CORPORATION

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

Charles Cunningham  
President  
"Consultant"

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

Corporate Secretary

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

