

## CH2M Hill, Inc.

#### FIRST AMENDMENT TO AGREEMENT FOR SERVICES #238-S1611

THIS FIRST AMENDMENT to that Agreement for Services #238-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 CH2M Hill, Inc., a Florida corporation duly qualified to conduct business in the State of California, whose principal place of business is 9191 South Jamaica Street, Englewood, Colorado 80112-5946, and whose local address is 2485 Natomas Park Drive, Suite 600, Sacramento, California 95833, (hereinafter referred to as "Consultant");

### RECITALS

WHEREAS, Consultant has been engaged by County to provide environmental, structural, and engineering services for the Mount Murphy Road at South Fork American River – Bridge Replacement Project pursuant to Agreement for Services #451, dated June 14, 2016, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to add an additional two (2) years, amending ARTICLE IV, Performance Period;

WHEREAS, the parties hereto desire to amend the Agreement to update the title of one of the County's notice recipients, amending ARTICLE XXIX, Notice to Parties;

**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.
- **III. ARTICLE IV, Performance Period,** paragraph A is amended in its entirety to read as follows:

#### ARTICLE IV

**Performance Period:** 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 June 13, 2021, unless extended by contract amendment.

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

**ARTICLE XXVI, 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 Department of Transportation 2850 Fairlane Court Placerville, California 95667 With a copy to:

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

Attn.:Matthew D. Smeltzer, P.E.<br/>Deputy Director, Engineering<br/>Fairlane Engineering DivisionAttn.:Michele Weimer<br/>Procurement and Contracts<br/>Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

CH2M Hill, Inc.

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2485 Natomas Park Drive, Suite 600 Sacramento, California 95833

Attn.: Leslie Bonneau Vice President

or to such other location as Consultant directs.

Requesting Contract Administrator Concurrence:

By:

Dated:  $\frac{5/3}{19}$ 

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

# **Requesting Department Concurrence:**

By: Rafael Martinez

Rafael Martinez Director of Transportation Department of Transportation

1/19 Dated: \_

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to Agreement for Services #238-S1611 on the dates indicated below.

### --COUNTY OF EL DORADO--

By:

5/14/2019 Dated: \_

Board of Supervisors "County"

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

By: **Deputy Clerk** 

5/14/2019 Dated:

--CH2M HILL, INC.--

By:

Leslie Bonneau Vice President "Consultant"

Donnean Dated: 5/2/2019