

AMENDMENT TWO TO AGREEMENT FOR
FINAL DESIGN AND RIGHT-OF-WAY SERVICES FOR THE
SOUTH MAIN STREET AND SODA BAY ROAD CORRIDOR IMPROVEMENT PROJECT
IN LAKE COUNTY, CALIFORNIA

THIS AMENDMENT TO AGREEMENT is made this _____ day of _____, 2017,
by and between the County of Lake, hereinafter referred to as "COUNTY", and Quincy
Engineering, Inc., hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, COUNTY and CONSULTANT have entered into an AGREEMENT dated
February 24, 2015, and Amendment One dated July 7, 2015, to provide design, environmental,
and right-of-way services for the South main Street and Soda Bay Road Corridor Improvement
Project; and

WHEREAS, CONSULTANT desires to amend their budget for work on various tasks; and

WHEREAS, CONSULTANT is duly licensed, qualified and experienced to perform said
services; and

WHEREAS, Article XV, Section A, "MODIFICATION", of said Agreement allows that
matters concerning scope of services which affect the agreed price may only be modified by
written amendment thereto, executed by both parties; and

WHEREAS, COUNTY AND CONSULTANT now desire to amend said Agreement to
complete the necessary work.

NOW, THEREFORE, the parties hereto agree as follows:

A. ARTICLE I, "SCOPE OF SERVICES", SECTION "A" is hereby modified to read as follows:

"CONSULTANT shall perform the services described in Exhibit "A" and hereby modified by
Exhibit "D", attached hereto and incorporated herein by this reference hereinafter called
Scope of Work. In the event of a conflict between this Agreement and Exhibits "A" and "D",
the provisions of this Agreement shall control."

B. ARTICLE VI, "COMPENSATION AND TERMS OF PAYMENT", Section C,

"Compensation" is hereby modified to read as follows:

"Compensation: The method of payment for this contract will be based on Actual Cost Plus
Fixed Fee as set forth in Exhibits "C" as hereby modified by Exhibit "D". Exhibit "C"
supersedes and replaces Exhibit "B" in this AGREEMENT and includes labor costs,
overhead rates, fixed fee, and other direct costs. Direct costs for Sub Consultants will be
billed as actual costs. No payment will be made prior to approval of any work, nor for any

work performed prior to approval of this AGREEMENT. For all services CONSULTANT shall be paid in accordance with the budget set forth in Exhibit "C" as hereby modified by Exhibit "D", provided however, total payments to CONSULTANT shall not exceed \$2,343,176.73 without prior written authorization by COUNTY and formal Amendment to this AGREEMENT."

Except as specifically modified herein, all other terms and conditions of the AGREEMENT dated February 24, 2015, and Amendment One dated July 7, 2015, shall remain in full force and effect.

COUNTY and CONSULTANT have executed this Amendment to Agreement on the day and year first written above.

COUNTY OF LAKE:

Quincy Engineering, Inc.

Chair, Board of Supervisors

John Quincy, President


ATTEST:

CAROL J. HUCHINGSON
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

ANITA L. GRANT
County Counsel

By: _____

By:  _____