

**AMENDMENT 2  
TO  
CONTRACT NO. 2017096  
BETWEEN  
MERCED COUNTY  
AND  
CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.**

THIS Amendment to Contract No. 2017096, is executed by and between the County of Merced, a political subdivision of the State of California, (hereinafter called "County"), and CB&I Environmental & Infrastructure, Inc. (hereinafter called "Consultant").

This Amendment is hereby annexed to and made a part of the printed part of the Agreement to which it is attached, or modifies the existing Agreement between the parties. In each instance in which the provisions of this Amendment shall contradict or be inconsistent with the provisions of the printed portion of the original Agreement and any previous amendments, the provision of this Amendment shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended accordingly. Both parties agree that there is new and adequate consideration for this Amendment.

This Amendment shall be deemed to have been duly approved when executed by both parties to the original Agreement. Once duly approved, this Amendment shall become effective as of the date signed by the Chairman of the Merced County Board of Supervisors.

**MODIFICATIONS:**

1. Opening Paragraph is Amended to read:

**THIS AGREEMENT**, is made and entered into this by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "COUNTY"), and Aptim Environmental & Infrastructure, Inc. 4171 Essen Lane, Baton Rouge, Louisiana 70809 (hereinafter referred to as "CONSULTANT").

2. Section 3, entitled "COMPENSATION", is amended to read as follows:

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of the Consultant and be mailed or delivered to Consultant at:

Name: Aptim Environmental & Infrastructure, Inc.  
Address: 39001 Treasury Center  
City/State/Zip: Chicago, IL 60694-9000

Consultant may request that County mail the check to Consultant, to such other address as Consultant may from time to time designate to County. Such request must be made in writing in accordance with the procedures as outlined under Section "NOTICES".

3. Section 7, entitled "NOTICES" subparagraph E., is amended to read as follows:

Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County of Merced c/o  
OES  
3500 Apron Ave.  
Atwater, CA 95301

Consultant  
Aptim Environmental & Infrastructure, Inc.  
39001 Treasury Center  
Chicago, IL 60694-9000

4. Page 13 Signature Blocks, are amended as follows:

County of Merced

Aptim Environmental & Infrastructure, Inc.

Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

County of Merced

Aptim Environmental & Infrastructure, Inc.

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

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

\_\_\_\_\_  
Daron McDaniel  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Chairman  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO LEGAL FORM  
MERCED COUNTY COUNSEL

BY: \_\_\_\_\_

\_\_\_\_\_  
Date