

## PROFESSIONAL SERVICES AGREEMENT

### AMENDMENT NO. 1

The following is an Agreement dated as of \_\_\_\_\_, 2019 by and between the County of Sonoma, hereinafter referred to as "COUNTY," and Natural Gas Systems (NGS), hereinafter referred to as "CONSULTANT."

WHEREAS, CONSULTANT has an existing agreement to provide natural gas compressor & fueling system maintenance and repair services approved by the Sonoma County Board of Supervisors on May 17, 2016; and

WHEREAS, COUNTY desires to extend its agreement with CONSULTANT for the period of July 1, 2019 through June 30, 2022; and

WHEREAS, CONSULTANT has indicated the ability to provide COUNTY with such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, COUNTY and CONSULTANT hereto agree to Amendment No. 1 of the AGREEMENT as follows:

1. Section 2: Payment: Section shall be amended to read:

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B. Monthly maintenance services, not including parts and supplies costs, shall not exceed \$5,110 per month. Consultant provides maintenance services each Tuesday. On months with five Tuesdays, an additional \$1,277.50 shall be paid as allowed in Exhibit A. Total annual charge for maintenance services shall not exceed \$66,430 per year.

All parts and supply costs and additional maintenance services shall be provided on an as-needed basis with approval by County Transit Systems Manager per rates shown in Exhibit B. This agreement allows for an annual contingency of \$73,000 for additional services, parts and supplies. Annual expenditures for all services under this agreement shall not exceed \$139,430 per year.

2. Section 3. Term: Section shall be amended to read:

The term of this Agreement shall be from July 1, 2019 to June 30, 2022 unless terminated earlier in accordance with the provisions of Article 4 below

3. Except as provided above, all provisions of AGREEMENT remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective officers thereunto duly authorized on the date written below.

By COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By CONSULTANT this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Natural Gas Systems

COUNTY OF SONOMA

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

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM FOR COUNTY:

By: \_\_\_\_\_  
County Counsel

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

CERTIFICATES OF INSURANCE ON FILE  
WITH THE DEPARTMENT:

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

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

REVIEWED AS TO SUBSTANCE FOR COUNTY:

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

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