

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment (“Amendment”), dated as of _____, 20__ (“Effective Date”) is made by and between the County of Sonoma, a political subdivision of the State of California (“County”), and OPAC Consulting Engineers, Inc. (“Consultant”).

RECITALS

WHEREAS, County and Consultant previously entered into that certain Agreement for Professional Services dated July 30, 2013 (the “Original Agreement”) to provide engineering design services for the Lambert Road Bridge Project (C01131); and

WHEREAS, County and Consultant first amended the Original Agreement on June 30, 2015 (the “First Amendment”) in order to extend the term to June 30, 2019; and

WHEREAS, The Original Agreement as amended by the First Amendment shall be referred to herein as the “Agreement”; and

WHEREAS, County and Consultant desire to further amend the Agreement in order to extend the term of the Agreement and provide such other modifications as are necessary;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Article 3 of the Agreement is deleted in its entirety and replaced with the following:

3 Term of Agreement. The term of this Agreement shall be from the Effective Date of the Original Agreement to June 30, 2022 unless terminated earlier in accordance with the provisions of Article 4.

2. Article 9.7 of the Agreement is deleted in its entirety and replaced with the following:

9.7 Statutory Compliance / Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

COUNTY AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

SIGNATURES FOLLOW ON NEXT PAGE -

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

CERTIFICATES OF INSURANCE ON
FILE WITH AND APPROVED AS
TO SUBSTANCE FOR COUNTY:

By: _____

Department Analyst

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____

Director of Transportation & Public
Works

Date: _____

By: _____

County Counsel

Date: _____

By: _____

Chair Board of Supervisors

Date: _____

ATTEST

By: _____

Clerk of the Board of Supervisors