

AMENDMENT NO. 2 TO CONSULTING SERVICES AGREEMENT

(To be used only for Architectural, Engineering or Land Surveying Services.)

1. Identification of Agreement to be Amended.
 - (a) Effective Date of Agreement: April 1, 2012
 - (b) Agency: Contra Costa County for the Public Works Department
 - (c) Subject: On-Call Landscape Architect Services

2. Parties. Agency, and the following named Consultant, mutually agree and promise as follows:
 - (a) Consultant's Name & Address: Kluber & Associates, Inc.
819 Marina Vista
Martinez, CA 94553 Attn: Frank Kluber, ASLA, LEED AP

 - (b) Type of Business Entity: California Corporation

(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)

If corporation, identify state of incorporation: California

3. Project Name, Number, & Location. On-Call Landscape Architect Services

4. Amendment Date. The effective date of this Amendment to Consulting Services Agreement is March 10, 2015.

5. Amendment Specifications. The Agreement identified above is hereby amended as set forth in the Amendment Specifications attached hereto and incorporated by reference.

6. Signatures. The signatures set forth below attest the parties' agreement hereto:

CONSULTANT

<u>SIGNATURE A</u>	<u>SIGNATURE B</u>
Consultant's Name: _____, a	
By _____ (Signature of individual or officer)	By _____ (Signature of individual or officer)
_____ (Print name and title, if applicable)	_____ (Print name and title, if applicable)

Note to Consultant: If Consultant is a corporation, the Amendment to Consulting Services Agreement must be signed by two officers. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

State of California)
)
County of _____)

On _____, before me, _____, Notary Public, personally appeared _____ (insert name(s) and title(s) of the officer(s) signing on behalf of Consultant), who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Signature

(Notary's Seal)

Signatures. The signatures set forth below attest the parties' agreement hereto:

CONSULTANT SIGNATURES

SIGNATURE A

Consultant's Name:

By Frank Kluber
(Signature of individual or officer)
Frank Kluber, President
(Print name and title, if applicable)

SIGNATURE B

Consultant's Name:

By Frank Kluber
(Signature of individual or officer)
Frank Kluber, Secretary
(Print name and title, if applicable)

Note to Consultant: If Consultant is a corporation, two officers must sign the Agreement. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporation Code Section 313.) The acknowledgment below must be signed by a Notary Public.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Contra Costa)

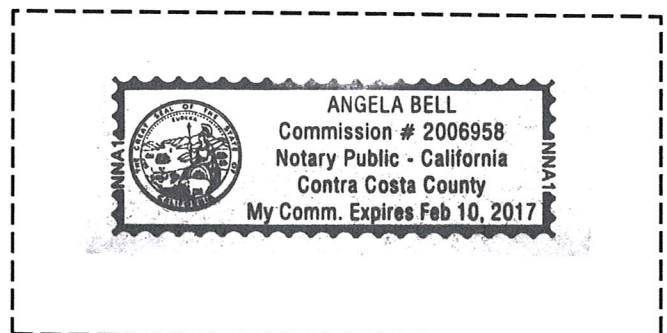
On February 4, 2015 (Date),
before me, Angela Bell, Notary Public (Name and Title of Officer),
personally appeared, Frank Kluber,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL

Angela Bell
Signature of Notary Public



Place Notary Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

AGENCY

- (a) If Amendment is approved by Agency's governing body (required if total Payment Limit of original Agreement and Amendment exceeds \$100,000, or if original Agreement was approved by Agency's governing body):

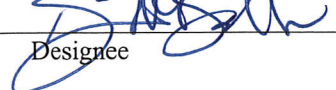
AGENCY, By _____ Board Chair/Designee	ATTEST: Clerk of the Board of Supervisors By _____ Deputy
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- (b) If Amendment is approved by County Purchasing Agent:

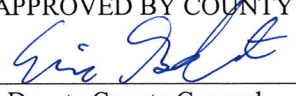
AGENCY, By _____ County Purchasing Agent or Designee
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APPROVALS

RECOMMENDED BY DEPARTMENT

By 
Designee

FORM APPROVED BY COUNTY COUNSEL

By 
Deputy County Counsel
Eric Gelston

APPROVED: COUNTY ADMINISTRATOR

By _____
Designee

AMENDMENT SPECIFICATIONS

Due to the Project requiring more time to complete, and the County's need for Consultant's continued services, in exchange for the mutual promises set forth in this Amendment, County and Consultant agree to amend the Agreement as follows:

1. The termination of the Term as set forth in Section 3 (Term) of the Agreement, is hereby extended from March 31, 2015 to a new termination date of December 31, 2016.
2. Appendix A (Scope of Services) of the Agreement is hereby amended by adding a new Section 9 (Limited Scope) immediately following Section 8 (Time) as follows:

"9. LIMITED SCOPE

County and Consultant agree that notwithstanding the extension of the term of this Agreement effected by Amendment No. 2, the only work to be performed by Consultant under this Agreement is the completion of Consultant's work on the Hookston Phase 2 Project."

3. All other terms and conditions in the Contract entered into on April 1, 2012 between the County and Consultant shall remain in full force and effect.

Amendment No. 2
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