



## SECOND ADDENDUM TO AGREEMENT

BY AND BETWEEN THE  
COUNTY OF MARIN AND CSW/STUBER-STROEH ENGINEERING GROUP, INC. DATED  
NOVEMBER 6, 2007

**THIS ADDENDUM is made and entered into this 6<sup>th</sup> day of October 2009, by and between the COUNTY OF MARIN, a political subdivision of the State of California (hereinafter referred to as "County") and CSW/Stuber-Stroeh Engineering Group, Inc. (hereinafter referred to as "Contractor")**

### RECITALS

WHEREAS, the County and the Contractor entered into an agreement for design services related to the Tennessee Valley/Manzanita Connector Pathway Project dated November 6, 2007 ("Agreement"); and

WHEREAS, the agreement obligated Contractor to provide preliminary design services set forth in Exhibit "A"; and

WHEREAS, the County and the Contractor agreed on a first addendum to the agreement on January 15, 2008; and

WHEREAS, the parties desire to amend the contract scope of services, maximum cost and time of agreement.

NOW, THEREFORE, the parties agree to modify Section 1 (Exhibit A), Section 4 (Exhibit B) and Section 5 as set forth below.

### AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
2. Sections 1, 4 and 5 are hereby amended to read as follows:

#### **Section 1: SCOPE OF SERVICES**

Contractor agrees to provide all of the additional services described in Exhibit A – Addendum 2 attached hereto and by this reference made a part hereof.

#### **Section 4: MAXIMUM COST TO COUNTY**

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$ 663,073 including direct non-salary expenses, as described in Exhibit B – Addendum 2 attached hereto and by this reference made a part hereof.

#### **Section 5: TIME OF AGREEMENT:**

This Agreement shall commence on November 6, 2007 and shall terminate on December 31, 2010. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day first written above.

CONTRACTOR:

COUNTY OF MARIN:

By \_\_\_\_\_

\_\_\_\_\_

Harold C. Brown, Jr.  
President, Board of Supervisors



**COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)**

**REASON(S) REVIEW:**

- Contract Requires Board of Supervisors' Approval**
- Standard Short Form Content Has Been Modified**
- Optional Review by County Counsel at Department's Request**

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County Counsel