

**SECOND AMENDMENT
TO
AGREEMENT FOR ENGINEERING SERVICES FOR DESIGN OF LEACHATE AND
POTABLE WATER STORAGE TANKS REPLACEMENT PROJECT**

This Second Amendment ("Amendment"), dated as of July 08, 2025 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and GHD, Inc., hereinafter referred to as "Consultant."

RECITALS

WHEREAS, County and Consultant entered into that certain Agreement, dated July 20, 2021, for engineering services for design of leachate and potable water storage tanks replacement ("Original Agreement");

WHEREAS, County and Consultant executed the First Amendment, dated May 24, 2022, to the Agreement to increase the total contract budget by \$78,193 for additional services and expanded the scope of work to include design and investigative work;

WHEREAS, County and Consultant desire to amend the Agreement to increase the total contract budget by \$78,164 for additional services;

WHEREAS, the Original Agreement, as amended by this Second Amendment, is hereafter referred to as the "Agreement."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Exhibit A-1 and Exhibit B-1 of the Agreement are hereby deleted and replaced in their entirety with Exhibits A-2 and B-2 (respectively) attached hereto and incorporated herein by this reference. These new exhibits reflect the additional scope of work and costs for those additional services.

2. Section 2 "Payment" of the Original Agreement is hereby deleted and replaced with the following language:

For all services and incidental costs required to perform the Scope of Work described in Exhibit A-2, Consultant shall be paid a lump sum of Seven-Hundred Fifty-Nine Thousand, Three Hundred Sixty-Three and 00/100 Dollars (\$759,363.00) in accordance with Exhibit B-2, "Costs of Services", attached hereto and incorporated attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibit B-2 includes a breakdown of costs used to derive the not to exceed amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, however this justification for agreed-upon lump sum tasks shall not be construed as a limit on the level of effort or time required to complete the tasks

described. Consultant shall not be entitled to additional compensation for any work not anticipated in proposing the lump sum prices for any lump sum tasks. Upon completion of each main Task described in Exhibit A-2, Consultant shall invoice the County in a form approved by County's Auditor and the Department Head for the fee for that Task as described in Exhibit B-2.

Consultant shall be paid on a time and material/expense basis for Task 9 in accordance with the rates set forth in Exhibit B-2, provided, however, that total payments to Consultant for Task 9 shall not exceed Twenty-Eight Thousand Seven Hundred and Seventy-One Dollars (\$28,771.00) without the prior written approval of County.

Consultant may be asked to provide additional services at the request of the Department Head. For all such services and incidental costs, Consultant shall submit a written proposal and cost estimate for review and approval by the County. Provided County approves of the proposal in writing, all such additional work shall be paid on a time and material/expense basis in accordance with the rates set forth in Exhibit "C-1", "Schedule of Rates" attached hereto and incorporated herein by this reference, provided, however, that total payments for such additional services shall not exceed Twenty Thousand and 00/100 Dollars (\$20,000.00), without an amendment to this Agreement.

For these as-requested services and for services to be billed on a time and materials basis (e.g. Task 9, Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

The total not-to-exceed budget for this Agreement, as amended hereby, is \$808,134.00.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either

form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.

4. This Amendment shall be governed by and construed under the internal laws of the State of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

**CONSULTANT:
GHD, Inc.**

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

EXECUTED BY:

By: _____

Chair
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors

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

By: _____
Department Head or Designee

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____