

Second Amendment of Agreement for Professional Services **Federal Funds**

This second amendment (“Amendment”), dated as of December 3, 2024 (“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 an agreement dated August 14, 2018, to provide engineering design services related to the replacement of the Chalk Hill Road over Maacama Creek Bridge (C10002) (the “Original Agreement”); and

WHEREAS, County and Consultant previously amended the Original Agreement in order to extend the term at no cost, dated November 1, 2023 (“First Amendment”); and

WHEREAS, County and Consultant desire to amend the Agreement in order to increase the budget, increase the contingency, add additional engineering design services, and add construction support services.

WHEREAS, the Original Agreement, as amended by the First Amendment, is referred to herein as the “Agreement”.

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

A G R E E M E N T

1. Incorporation of Recitals.

The foregoing recitals are true and correct and are hereby incorporated into and form part of this Amendment.

2. Scope of Services.

Section 1.1 of the Agreement entitled “Consultants Specified Services” is deleted in its entirety and replaced with the following:

1.1. Consultant's Specified Services.

Consultant shall perform the services described in Exhibit A (attached to the Original Agreement) and the services described in Exhibit A1 (attached to this Amendment) and including services listed as “Optional” and incorporated into the Agreement by this reference (collectively, the “Scope of Work”), within the times or by the dates provided for in the Scope of Work and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of the Agreement and the Scope of Work, the provisions in the body of the Agreement shall control.

3. Allowable Costs and Payments.

Section 2.2 of the Agreement entitled “Fixed Fee” is deleted in its entirety and replaced with the following:

2.2. Fixed Fee

In addition to the allowable incurred costs, County will pay Consultant a fixed fee of \$115,886.39. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

Section 2.8 of the Agreement entitled “Contract Value” is deleted in its entirety and replaced with the following:

2.8. Contract Value

The total amount payable by County including the fixed fee shall not exceed \$2,831,008.26.

Section 2.12 is hereby added to the Agreement as follows:

2.12 Contingency

A contingency will be paid for authorized services as deemed necessary for services not included in Scope of Work, provided, however, that total contingency payments to the Consultant do not exceed \$283,100.83. Work shall not commence on any contingency services until written authorization is received.

4. Term of Agreement.

Section 3.1 of the Agreement entitled “Term” is deleted in its entirety and replaced with the following:

3.1. Term.

This contract shall go into effect on August 14, 2018, contingent upon approval by County, and Consultant shall commence work after notification to proceed by County’s Contract Administrator. The contract shall end on December 31, 2029, unless extended by contract amendment.

5. Full Force and Effect.

Except to the extent the Original Agreement is specifically amended or supplemented hereby, the Original 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 Original Agreement or any right of the County arising thereunder.

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.

SIGNATURES FOLLOW ON NEXT PAGE -

- THIS SPACE LEFT INTENTIONALLY BLANK -

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: _____

Engineering Technical Writer

Date: _____

APPROVED AS TO FORM FOR COUNTY

By: _____

Director Sonoma County Public
Infrastructure

Date: _____

By: _____

County Counsel

Date: _____