

Second Amendment of Agreement for Professional Services
Federal Funds

This Second Amendment (“Amendment”), dated as of December 12, 2023 (“Effective Date”) is made by and between the County of Sonoma, a political subdivision of the State of California (“County”), and HDR Engineering, Inc. (“Consultant”).

RECITALS

WHEREAS, County and Consultant previously entered into an agreement to provide professional engineering design services for the replacement of the King Ridge Road Bridge over Austin Creek (C07001) dated October 21, 2014 (“Original Agreement”);

WHEREAS, County and Consultant previously amended the Original Agreement in order to extend the term at no cost, by that First Amendment dated April 25, 2017 (“Amendment 1”);

WHEREAS, the Original Agreement, as amended by Amendment 1, is referred to herein as the “Agreement”.

WHEREAS, County and Consultant desire to further amend the Agreement in order to increase the budget, add additional engineering design services, and extend the term.

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

AGREEMENT

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 “Consultant’s Specified Services” is deleted in its entirety and replaced with the following:

Consultant's Specified Services.

Consultant shall perform the services described in Exhibit A, and the additional services described in Exhibit B attached to this Amendment 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.

The first paragraph of Section 2 of the Agreement entitled “Payment” is deleted in its entirety and replaced with the following:

Contract Value.

Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in the Scope of Work, provided, however, that total payments to Consultant including the fixed fee

shall not exceed \$1,316,359.60, without the prior written approval of the County.

The second paragraph of Section 2 of the Agreement entitled “Contingency” is deleted in its entirety and replaced with the following:

Contingency

A 10% contingency will be paid for authorized services as deemed necessary by County and not included in the Scope of Work; provided, however, the total contingency payments to Consultant shall not exceed \$131,636. Work shall not commence on any contingency services until written authorization is received.

4. Agreement Extension.

Section 3 of the Agreement entitled “Term of Agreement” is deleted in its entirety and replaced with the following:

3. Term of Agreement.

The term of this Agreement shall be from October 21, 2014 through December 31, 2028, unless extended by contract amendment or terminated earlier in accordance with the provisions of Article 4.

5. Full Force and Effect.

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 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 above.

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 of Sonoma County Public
Infrastructure

Date: _____

By: _____

County Counsel

Date: _____

By: _____

Chair Board of Supervisors

Date: _____

ATTEST

By: _____

Clerk of the Board of Supervisors