

**AMENDMENT TO**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment") is made and entered into as of February \_\_\_\_, 2023 by and between the Sonoma County Community Development Commission, a public body corporate and politic ("Commission"), and MidPen Housing Corporation, a California public benefit corporation ("Consultant").

RECITALS:

A. Commission and Consultant are parties to that certain Agreement for Professional Services, dated July 20, 2016, as amended by the First, Second, Third, and Fourth Amendments thereto (collectively, the "Original Agreement") in connection with provision of professional services (the "Services") with respect to the planned mixed-use Roseland Village Project (the "Project").

B. Commission retained Consultant pursuant to the Original Agreement to provide planning, entitlement, and other predevelopment work in connection with the Project for an amount not to exceed \$1,544,200. The Second Amendment increased the Agreement budget to \$2,400,200 and the Fourth Amendment further increased the budget to \$3,303,978 for a term ending on July 20, 2023.

C. Commission has determined it is the best interest of Commission and the Project to extend the term of the Original Agreement and expand the Consultant's scope of Services (as defined in the Original Agreement) to include certain construction period services are more particularly described herein.

D. The parties hereto desire to amend the Original Agreement as hereinafter set forth.

NOW, THEREFORE, with respect to the foregoing Recitals, and in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby amend the Agreement as follows:

AGREEMENT

1. Scope of Services. The revised Scope of Services and Budget related to this Amendment is set forth in Exhibit A and attached hereto.

2. Payment. The last sentence of the first paragraph of Section 2 of the Agreement is hereby deleted and replaced with the following:

"In no event shall the amount payable to the Consultant by Commission pursuant to this Agreement exceed \$5,420,000.

3. Term. Section 3 of the Agreement entitled "Term of Agreement" is hereby deleted in its entirety and replaced with the following language:

‘The term of this Agreement shall be from July 20, 2016 through June 30, 2026 unless terminated earlier in accordance with the provisions of Article 4 below.’

4. Full Force and Effect. Except as expressly modified hereby, all other terms and provisions of the Original Agreement shall remain in full force and effect, are incorporated herein by this reference and shall govern the conduct of the parties; provided, however, to the extent of any inconsistency between the provisions of the Original Agreement and the provisions of this Amendment, the provisions of this Amendment shall control.

5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which, taken together, shall constitute one and the same instrument. The signature of any party hereto to any counterpart hereof shall be deemed a signature to, and may be appended to, any other counterpart hereof.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date and year above written.

COMMISSION:

SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION

By: \_\_\_\_\_

\_\_\_\_\_, Executive Director

APPROVED AS TO FORM

By: \_\_\_\_\_

Aldo Mercado, Deputy County Counsel

CONSULTANT:

MidPen Housing Corporation, a California public benefit corporation

By: \_\_\_\_\_

Name:

Its:

## **Exhibit A**

### **Scope of Services & Budget– Construction Management – Roseland (“Tierra De Rosas”)**

#### **MidPen Housing**

Anticipated services include, but are not necessarily limited to:

- Coordinate and consult with public agencies involved in the project
- Conduct progress and other meetings with representatives of the CDC
- Report weekly and/or monthly to Special Projects Director
- Prepare reports and make presentations as required
- Prepare and distribute Meeting Minutes
- Prepare and manage project progress and schedule(s)
- Prepare and manage project budget and cost reporting
- Track documents and communicate with CDC
- Lead, conduct, and/or participate in value engineering process (as applicable)
- Assist with consultant selection
- Coordinate consultants’ work
- Manage design consultants and process
- Provide constructability and coordination reviews of design documents
- Prepare cost estimates at each formal design submittals; provide written value engineering recommendations at each submittal if needed to bring project into budget
- Manage permitting process
- Assist CDC with any other procurement processes
- Manage bidding process

- Coordinate the billing and invoice system for the contractor and the assist the CDC in the management of the funding sources for the project
- Construction management and observation; conduct weekly construction progress meetings and prepare Meeting Minutes
- Coordinate all public utility interfaces including PGE, Sonoma County Water Agency City of Santa Rosa, telephone and data
- Assist in coordinating General contractor with encroachment permits, building permits, and other requirements of the City of Santa Rosa
- Assist in the close out and final handover of the project to the City of Santa Rosa
- Provide other related services as necessary

## BUDGET

	Amendment #5
Architecture and Engineering	
Architecture & Landscape Design – Master Plan Entitlement & Preliminary Drawings, Plaza Final Drawings & Working Drawings	\$80,000
Civil Survey – Schematic Entitlement/Tentative Map Master Plan	\$40,000
Civil Survey – Final Map and Plaza/Public Improvement Plans	\$491,630
MEP	\$14,000
MidPen Management Fees	
Waypoint Construction Management Fees	\$21,173
Geotech (Report only)	\$5,000
Environmental Studies	\$212,315
Joint Trench	\$52,000
Other Project Costs	
General Contractor/Building Demolition	\$90,000
Permit Processing Fees	\$659,850
Other: Pollution Legal Liability (PLL) Policy	
Soft Costs Contingency	\$450,054
Total NTE per Amendment 5	\$2,112,350
Grand Total at Amendment 4	\$3,303,978
Grand Total PSA Cumulative	\$5,420,000