

## SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Second Amendment ("Second Amendment"), dated as of this \_\_\_\_\_ day of \_\_\_\_\_ ("Effective Date"), is to that certain Agreement for Professional Services by and between the Sonoma County Community Development Commission (hereinafter "Commission"), and MidPen Housing Corporation, (hereinafter "Consultant"), dated as of July 20, 2016 (the "Original Agreement"), and as supplemented and amended by this Second Amendment, the ("Agreement"). Commission and Consultant are sometimes referred to hereinafter individually as a "party" and collectively as the "parties."

### RECITALS

WHEREAS, Commission and Consultant previously entered into the Original Agreement to provide planning, entitlement and other predevelopment work for the Roseland Village Project for an amount not to exceed \$1,544,200 for a term ending on July 20, 2018; and

WHEREAS, Commission and Consultant previously amended the Original Agreement to extend the term to July 20, 2020; and

WHEREAS, Commission and Consultant desire to amend the Agreement in order to increase the total not-to-exceed amount of the Agreement from \$1,544,200 to \$2,400,000; and

WHEREAS, in the judgment of the Commission, it is necessary and desirable to amend the Agreement as set forth above.

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

### AGREEMENT

As of the Effective Date, the Agreement shall be deemed to be amended in the following manner:

1. Incorporation of Recitals. The foregoing recitals are true and correct, are hereby incorporated into, and form a part of this Amendment.
2. Section Amended. Section 2 of the Agreement entitled "Payment" is hereby amended with the following language:

"In no event shall the total payable under this Agreement exceed \$2.4 million."

Exhibit A of this agreement is hereby amended to include the following table to accompany "Table A – Predevelopment Cost Estimates".

#### Amended Professional Services Contract:

Including:

Pre-Development  
Design Approvals/Permit Issuance

*Original Agreement Amount:*

*Total Spent to Date:*

*Remaining Amount:*

\$ 1,544,200

\$ 1,187,153

\$ 331,202

Additional Predevelopment Budget Needed	\$ 776,088
<b>Revised Predevelopment TOTAL:</b>	<b>\$ 2,320,288</b>

Cost Category		Firm	Budget	Note
<b>Design</b>				
Landscape		Quadriga	\$ 36,145	Contract: New - Plaza
Civil		BKF Engineering	\$ 72,950	Contract: Remaining
Construction Manager		Waypoint	\$ 13,600	Contract: New
MEP		Emerald	\$ 1,000	
Joint Trench			\$ 5,000	
General Contractor			\$ 100,000	ESTIMATE. Pre-Con only
<b>Permitting</b>				
Pre-Submittal Meeting Fee		City of Santa Rosa	\$ 472	Calculated per City Engineering Fee Schedule
Engineering Fee		City of Santa Rosa	\$ 428,993	Calculated per City Engineering Fee Schedule
Design Review Fee		Sonoma County Water Agency	\$ 14,153	Drainage review fee - 1st Submittal
Design Review Fee - Plaza		City of Santa Rosa	\$ 6,000	
PG&E Engineering Advance		PGE	\$ 12,000	\$2,000 for one commercial new service and \$10,000 for a subdivision gas and electric services design, Per Steve Willis @ PG&E
Building Permits	2.0%	City of Santa Rosa	\$ 114,496	
Water/Sewer Connection and Meter Fees		Santa Rosa Water	\$ 20,000	May be able to get credits for existing meters and water/sewer service
<b>Design &amp; Permitting Total</b>			<b>\$ 824,809</b>	
Contingency	10%		\$ 82,480.93	
<b>SUBTOTAL</b>			<b>\$ 907,290</b>	
MidPen Management Fee (includes Plaza Temporal Scope)			\$ 200,000	Last total in Willdan proforma was \$488k. 4 years of Predev/Construction, MidPen managed 3 years which equates to \$366k of fee.
<b>TOTAL</b>			<b>\$ 1,107,290</b>	

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