

AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES

THIS FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment") is made and entered into as of February __, 2021 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 those certain the First, Second, and Third 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 \$2,400,200 for a term ending on July 20, 2021.
- C. Commission has determined in 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. Exhibit A to the Original Agreement is hereby deleted in its entirety and replaced with Exhibit A 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 \$3,303,978.

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 July 20, 2023 unless terminated earlier in accordance with the provisions of Article 4 below.’

2. 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.

3. 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: _____

Barbie Robinson, Interim Executive Director

APPROVED AS TO FORM

By: -----

Aldo Mercado, Deputy County Counsel

CONSULTANT:

MidPen Housing Corporation, a California public benefit corporation

By: _____

Name: Jan M. Lindenthal

Its: Assistant Secretary

Exhibit A

Scope of Services – 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