

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

This Second Amendment (“Amendment”), dated as of \_\_\_\_\_, 20\_\_ (“Effective Date”) is made to that certain Agreement for Professional Service by and between the County of Sonoma, a political subdivision of the State of California (“County”), and Ghirardelli Associates, Inc. (“Consultant”), dated as of August 6, 2019, as amended by that certain First Amendment dated as of April 13, 2021 (the “Agreement”).

**R E C I T A L S**

WHEREAS, County and Consultant previously entered into the Agreement to provide Construction Management services for the Boyes Boulevard Over Sonoma Creek Bridge Replacement Project (C01147); and

WHEREAS, County and Consultant desire to amend the Agreement in order to increase the budget for construction management services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties hereto agree as follows:

**A G R E E M E N T**

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

**1. Contract Value**

Section 2.7 of the Agreement is deleted in its entirety and replaced with the following:

“The total amount payable by County for all work resulting from this Agreement shall not exceed \$936,801. It is understood and agreed that there is no guarantee, either expressed or implied that the full not to exceed dollar amount will be paid under the Agreement.”

**2. Full Force and Effect**

Except to the extent the Agreement is specifically amended hereby, the Agreement 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 and provision of the Agreement or a right of County arising thereunder.

**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.**

**SIGNATURES FOLLOW ON NEXT PAGE -**

**- THIS SPACE LEFT INTENTIONALLY BLANK -**

CONSULTANT:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF SONOMA:

CERTIFICATES OF INSURANCE ON  
FILE WITH AND APPROVED AS  
TO SUBSTANCE FOR COUNTY:

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

Department Analyst

Date: \_\_\_\_\_

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

Director of Transportation & Public  
Works

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR  
COUNTY:

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

County Counsel

Date: \_\_\_\_\_

AGREEMENT EXECUTED:

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

Chair Board of Supervisors

Date: \_\_\_\_\_

ATTEST

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

