

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F000951
WITH HARRIS & ASSOCIATES, INC.**

This Second Amendment to Agreement number F000951, dated June 2, 2015 ("Agreement") is made as of this _____ day of _____, 2017, by and between the City of Santa Rosa, a municipal corporation ("City"), and Harris & Associates, Inc., a California corporation ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide construction management services for the Stony Point Road Widening and Reconstruction Phase 2 – Sebastopol Road to Hearn Ave project.
- B. On September 20, 2017, the First Amendment to the Agreement extended the time of performance for all required tasks and services.
- C. City and Consultant now desire to amend the Agreement for the purpose of a continuation of construction support services and add post construction survey services.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Scope of Services

The first sentence of Section 1 is amended to read as follows:

"Consultant shall provide to City the services described in Exhibit A and additional services described in Exhibit A1 ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A and A1. Exhibit A1 is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement."

2. Compensation

Section 2.c of the Agreement is amended to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation shall be increased by \$250,000.00 to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of Two Million One Hundred Fourteen Thousand Seven Hundred twenty-six dollars and 16 cents (\$2,114,726.16).

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: Harris & Associates, Inc.

TYPE OF BUSINESS ENTITY (*check one*):

_____ Individual/Sole Proprietor

_____ Partnership

___X___ Corporation

_____ Limited Liability Company

_____ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: _____

Title: Director, Transportation and
Public Works Department

APPROVED AS TO FORM:

Office of the City Attorney



Harris & Associates

September 22, 2017

Mr. Steve Dittmer, Supervising Engineer
City of Santa Rosa Public Works
69 Stony Circle
Santa Rosa, CA 95401

RE: Request for Increase in Compensation
Professional Services Agreement #F00095
Stony Point Road Widening and Reconstruction Phase 2-Sebastopol Road to Hearn Avenue
Project #C00727

Dear Steve:

Thank you for the fully executed Amendment 1, extending Harris' Agreement through March 31, 2018.

Based on e-mails from Lori Urbanek (9/19/17) and Jane Rozga (9/11/17) and Brandon Hays' (Harris Project Manager) recent discussion with Jane, we are also requesting for additional compensation.

The Professional Services Agreement (#F00095) between the City of Santa Rosa and Harris & Associates, Inc., under Section 2. Compensation indicates that all work will be completed in the amount not to exceed \$1,864,726.16

Due to delays on construction completion, we are requesting for a second amendment to the Agreement to increase the compensation as presented below:

- Section 2. Compensation

Additional \$250,000, broken down as follows:

- | | |
|-------------------|-----------|
| a) Chaudhary | \$100,000 |
| b) Data Instincts | \$ 25,000 |
| c) Harris | \$125,000 |

Please feel free to contact me if you have any questions at either my cell phone (916) 296-4620 or e-mail: glenn.suitor@weareharris.com

Thank you.

Sincerely,

Glenn Suitor
Division President, PM/CM



Harris & Associates