

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
WITH
SHN CONSULTING ENGINEERS & GEOLOGISTS, INC.**

THIS SECOND AMENDMENT is made and entered into this XXth day of May, 2023, by and between the CITY OF FORT BRAGG, a municipal corporation, 416 N. Franklin Street, Fort Bragg, California 95437 (“City”), and SHN CONSULTING ENGINEERS & GEOLOGISTS, INC., a California corporation, 335 S. Main Street, Willits, California 95490 (“Consultant”).

WHEREAS, the City and Consultant entered into a Professional Services Agreement (“Contract”) on April 18, 2022 in the amount of \$25,000.00; and

WHEREAS, the City and Consultant entered into a First Amendment to that Contract on September 27, 2022, increasing the overall contract amount to \$50,000.00; and

WHEREAS, the Contract states that Consultant will provide labor standard and construction support services for the Community Development Block Grant (CDBG) funded Parents and Friends, Inc. Cypress Street Residential Care Facility for the Elderly (RCFE) Project as described in Consultant’s Scope of Work attached to the Contract as Exhibit A; and

WHEREAS, additional work is required to complete the Project as described in the Amended Scope of Work attached hereto as Exhibit A; and

WHEREAS, the cost of providing these additional services will increase the overall contract amount by \$5,460, for a total Not to Exceed Amount of Fifty-five Thousand Four Hundred Sixty Dollars (\$55,460.00); and

WHEREAS, the costs of these services will be paid by the CDBG grant;

NOW, THEREFORE, for the aforementioned reasons and other valuable consideration, the receipt and sufficiency of which is acknowledged, City and Consultant hereby agree that the Professional Services Agreement for construction support services is hereby amended as follows:

1. SERVICES PROVIDED BY CONSULTANT

Paragraph 1.1 (Scope of Work) is hereby amended to replace Exhibit A to the Contract of April 18, 2022 with the attached **Amended Exhibit A**.

2. COMPENSATION

Paragraph 2.1 (Compensation) is hereby amended to state, “Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit A**, for a total amount not to exceed **Fifty-five Thousand Four Hundred Sixty Dollars (\$55,460.00)**.”

3. Except as expressly amended herein, the Professional Services Agreement, between the City and Consultant dated April 18, 2022, is hereby reaffirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

CITY

CONSULTANT

By: _____

Peggy Ducey
Its: City Manager

By: _____

Jason Island, PE
Its: Senior Civil Engineer

ATTEST:

By: _____

June Lemos, MMC
City Clerk

APPROVED AS TO FORM:

By: _____

Keith F. Collins
City Attorney