

SUPPLEMENTAL SERVICES AGREEMENT NO. 2

(PAVEMENT MANAGEMENT ENGINEER)

THIS SUPPLEMENTAL SERVICES AGREEMENT NO. 2, hereinafter referred to as Supplemental Agreement, is made and entered into this _____ day of _____, 2023, by and between the COUNTY OF LAKE, hereinafter referred to as COUNTY, and NCE, hereinafter referred to as ENGINEER:

W I T N E S S E T H:

WHEREAS, the COUNTY has entered into a Master Services Agreement dated October 26, 2021, with ENGINEER to perform engineering services, including planning studies, soils studies, pavement evaluation studies, topographic surveys, engineering design, and plans and specification; and,

WHEREAS, the COUNTY AND ENGINEER now desire to also enter into this Supplemental Agreement with the scope of services described herein for road pavement preservation and rehabilitation,

NOW, THEREFORE, IN CONSIDERATION OF the covenants and agreements herein set forth, it is hereby agreed:

1. The Master Services Agreement remains in full force and effect, and in the performance of this Supplemental Agreement ENGINEER is held to all provisions and the terms of the Master Services Agreement.

2. **Projects**

The project covered by this Supplemental Agreement shall include the following:

- Preparation of Plans, Specifications and Estimate for the rehabilitation of County Roads in the Cobb Mountain Area in accordance with the 10-year Pavement Rehabilitation Plan and the Request for Qualifications for Engineering Services dated April 28, 2023.

3. **Scope of Work**

The scope of work covered by this Agreement is described in the Scope of Work and Cost Proposal prepared by ENGINEER, which is attached as Exhibit "A."

4. **Compensation**

- A. As full compensation for all work or services to be provided by ENGINEER hereunder, County shall make payments to ENGINEER based on monthly invoices for all services performed under this Agreement. Invoices shall reference the project title and include a detailed breakdown of work items completed to date and the cost of work remaining. Payment will be a lump sum based on the percentage of work complete per task, and each invoice will include a 5% retention amount. Invoices are due and payable upon receipt. The total fee for the project will not exceed \$524,300.00 without prior approval of the County.

Upon satisfactory completion of services summarized in Attachment "A", the final payment of any balance, including any retention, will be due upon receipt of the final invoice. The final invoice shall be submitted within 60-calendar days after completion of the ENGINEER'S work.

- B. **Interest:** Interest at the rate of 1-1/2% per month, or that permitted by law if lesser, will be charged on all past-due amounts starting thirty (30) days after receipt of invoice and required documentation. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. COUNTY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

If COUNTY fails to make payment in full to ENGINEER for services within sixty (60) days of the date due for any uncontested billing, ENGINEER may, after giving seven (7) days written notice to COUNTY, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to COUNTY for delays or damages caused COUNTY because of such suspension of services.

5. **Time of Completion**

ENGINEER shall begin immediately on the work assigned and shall complete the full scope of work within *time to be determined* following authorization to proceed, as indicated in the Project Schedule included in Exhibit "A".

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

County of Lake, a political
subdivision of the State of California

NCE
ENGINEER

By _____
Chair, Board of Supervisors
(COUNTY)

(ENGINEER)

ATTEST: SUSAN PARKER
CLERK TO THE BOARD

APPROVED AS TO FORM:
LLOYD GUINTIVANO

By _____

COUNTY COUNSEL