

Third Amendment
to
Standard Professional Services Agreement (“PSA”)
Federal Funds

AGREEMENT FOR CONSULTING SERVICES

This Third Amendment (“Amendment”), dated as of _____ (“Effective Date”) is made by and between the County of Sonoma, a political subdivision of the State of California (“County”), and Dewberry Engineers Inc. (“Consultant”).

R E C I T A L S

WHEREAS, County and Consultant entered into that certain Agreement for Consulting Services, dated December 15, 2020, for 2019 FEMA Storm Sites Repair Design (“Original Agreement”);

WHEREAS, County and Consultant previously amended the Original Agreement through that certain First Amendment dated December 20, 2022, in order to extend the term of contract until December 31, 2024 (the "First Amendment");

WHEREAS, County and Consultant previously amended the Original Agreement through that certain Second Amendment dated December 31, 2024, in order to extend the term of contract until June 30, 2025 (the "Second Amendment");

WHEREAS, the Original Agreement as amended by the First Amendment and Second Amendment is referred to herein as the “Agreement”; and

WHEREAS, County and Consultant desire to further amend the Agreement in order to further extend the term of the contract and increase the budget for engineering design and construction support services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Section 1.1 of the Agreement is deleted in its entirety and replaced with the following:

1.1 Consultant’s Specified Services.

Consultant shall perform the services described in the Scope of Work included in **Exhibit B** (included in Agreement) and **Exhibit B1** (included in this Third Amendment), attached hereto and incorporated herein by this reference (herein “Scope of Work”), and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit B and/or Exhibit B1, the provisions in the body of this Agreement shall control.

2. Section 2.1 of the Agreement is deleted in its entirety and replaced with the following:

2.1 Method of Payment.

The method of payment for this Agreement will be based on actual cost plus a fixed fee. County will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the cost proposal approved by County and included within **Exhibit B** (included in Agreement) and **Exhibit B1** (included in this Third Amendment), unless additional reimbursement is provided for by contract amendment. In no event, will Consultant be reimbursed for overhead costs at a rate that exceeds County's approved overhead rate set forth in the Cost Proposal. In the event that County determines that a change to the work specified in this Agreement is required, the contract time or actual costs reimbursable by County shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Article 2.8 shall not be exceeded, unless authorized by contract amendment.

3. Section 2.2 of the Agreement is deleted in its entirety and replaced with the following:

2.2 Fixed Fee.

In addition to the allowable incurred costs, County will pay Consultant a fixed fee of **\$36,283.55**. The fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

4. Section 2.8 of the Agreement is deleted in its entirety and replaced with the following:

2.8 Contract Value.

The total amount payable by County including the fixed fee and contingency shall not exceed **\$688,132.59**.

5. Section 3 of the Agreement is deleted in its entirety and replaced with the following:

Term of Agreement.

This Agreement shall go into effect on the December 15, 2020, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The contract shall end on **June 30, 2029**.

6. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits 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 any provision of the Agreement or any right of County arising thereunder.
7. This Amendment shall be governed by and construed under the internal laws of the state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SIGNATURES FOLLOW ON NEXT PAGE -

- THIS SPACE LEFT INTENTIONALLY BLANK -

CONSULTANT:

Dewberry Engineers Inc.

By:

Name:

Title:

Date:

COUNTY OF SONOMA:

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

By:

Engineering Technical Writer

Date:

By:

Director of Sonoma County Public
Infrastructure

Date:

APPROVED AS TO FORM FOR
COUNTY:

By:

County Counsel

Date: