

**FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**

This Fourth Amendment to Agreement for Professional Services (“Fourth Amendment”), effective as of April 30, 2024 (“Effective Date”) is to that certain Agreement for Professional Services by and between the County of Sonoma, a political subdivision of the State of California (“County”), and Dewberry Engineers, Inc. (successor in interest to Drake Haglan & Associates Inc.), a California corporation (“Consultant”) dated as of April 24, 2013 (the “Original Agreement”).

**RECITALS**

WHEREAS, County and Consultant entered into the Original Agreement to provide engineering design services for the Wohler Road Bridge over Russian River Seismic Retrofit Project (County Number C01136) (the “Project”); and

WHEREAS, County and Consultant executed a First Amendment on May 24, 2016, in order to increase the budget for engineering design services and to extend the term to December 31, 2019; and

WHEREAS, County and Consultant executed a Second Amendment on July 10, 2018, in order to increase the budget for engineering design services, and to extend the term to December 31, 2021; and

WHEREAS, County and Consultant executed a Third Amendment on December 7, 2021, in order to extend the term to December 31, 2025; and

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

WHEREAS, County and Consultant desire to further amend the Agreement to increase the budget for engineering services during the construction phase of the Project, extend the term of the Agreement, and increase the total not-to-exceed value to \$1,405,771.60.

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

**AGREEMENT**

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

1. The foregoing recitals are true and correct and are hereby incorporated into and form a part of this Fourth Amendment.
2. Section 1.1 of the Agreement entitled “Consultant’s Specified Services” is hereby

amended by adding the following language:

“In addition to the foregoing, Consultant shall perform the construction phase services in accordance with Article 7 of the Agreement, and in accordance with Exhibit H, attached to this Fourth Amendment and incorporated into the Agreement by reference.”

3. Section 2 of the Agreement entitled “Payment” is hereby amended by adding the following language:

“In addition to the foregoing, Consultant shall be paid for the services identified in Exhibit H as follows: (a) For construction phase services performed, Consultant will be reimbursed for the tasks performed and hours worked at the hourly rates specified in Exhibit A; however, the total not-to-exceed amount for support services in the construction phase shall not exceed \$435,894.50 (\$396,267.73 plus 10% contingency of \$39,626.77) without the prior written approval of the County. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable during the term of this Agreement. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County’s Auditor and the Sonoma County Public Infrastructure Department. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the tasks; (iii) the hourly rate or rates of the person performing the task(s); and (iv) copies of receipts for reimbursable materials and expenses, if any. Expenses not expressly authorized by the Agreement and Amendments shall not be reimbursed.”

4. Section 3 of the Agreement entitled “Term of Agreement” is hereby deleted in its entirety and replaced with the following language:

“The term of this Agreement shall be from the Effective Date of the Original Agreement to December 31, 2026, unless terminated earlier in accordance with the provisions of Article 4 of the Agreement.”

5. 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 the County arising thereunder.

6. This Fourth 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 Fourth 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 FOURTH AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREINAND, BY EXECUTION OF THIS FOURTH AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

CONSULTANT:

\_\_\_\_\_

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

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

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

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

COUNTY: COUNTY OF SONOMA

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

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

Department Analyst

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

APPROVED AS TO FORM FOR  
COUNTY:

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

Director, Sonoma County Public Infrastructure  
Under authority granted by Board of Supervisors

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

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

County Counsel

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