

Third Amendment to Agreement for Professional Services **Federal Funds**

This Third Amendment to Professional Services Agreement (“Amendment”), dated as of _____, 20____ (“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 Moffatt & Nichol (“Consultant”) dated as of January 13, 2015 (the “Original Agreement”).

RECITALS

WHEREAS, County and Consultant entered into an agreement to provide professional engineering design services for the replacement of the Gill Creek Bridge dated January 13, 2015; and

WHEREAS, County and Consultant previously executed a First Amendment in order to extend the term at no cost, dated December 12, 2017 (“First Amendment”); and

WHEREAS, County and Consultant previously executed a Second Amendment in order to add additional cost and extend the term, dated December 14, 2021 (“Second Amendment”); and

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

WHEREAS, County and Consultant desire to further amend the Agreement in order to further increase the budget for engineering design services, bidding support, 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

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

1. Incorporation of Recitals.

The foregoing recitals are true and correct and are hereby incorporated into and form part of this Amendment.

2. Payment.

Paragraphs 1 and 2 of Section 2 of the Agreement are deleted and replaced with the following:

“2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit A (attached to the Original Agreement), Exhibit A1 (attached to the Second Amendment), and Exhibit A2 (attached to this Amendment) provided, however, that total payments to Consultant shall not exceed \$1,033,800, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed. Consultant must submit required DBE Subcontractor Payment Declaration with every

invoice. All amounts paid to the consultant shall be subject to audit by the County.

Contingency. A contingency will be paid for authorized services as deemed necessary for services not included in Exhibit A, Exhibit A1, and Exhibit A2, provided however, that total contingency payments to the consultant do not exceed \$79,167. Work shall not commence on any contingency services until written authorization is received from the County. Any contingency work done without written authorization may not be reimbursable.”

3. Full Force and Effect.

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.

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 Amendment as of the Effective Date.

SIGNATURES FOLLOW ON NEXT PAGE -

- THIS SPACE LEFT INTENTIONALLY BLANK -

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

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

By: _____

Department Analyst

By: _____

Director of Sonoma County Public
Infrastructure

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____

County Counsel

Date: _____

AGREEMENT EXECUTED:

By: _____

Chair Board of Supervisors

Date: _____

ATTEST

By: _____