

FIFTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Fifth Amendment to Agreement for Professional Services (“Fifth Amendment”), effective as of August 13, 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 September 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, County and Consultant executed a Fourth Amendment on April 30, 2024, in order to increase the budget for engineering design services and extend the term to December 31, 2026; and

WHEREAS, the Original Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment, and the Fourth 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, and increase the total not-to-exceed value to \$1,550,936.

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 Fifth 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 services in accordance with Article 7 of the Agreement, and in accordance with Exhibit I, attached to this Fifth 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 I on a time and materials basis in an amount not to exceed \$145,164.

4. 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.

5. This Fifth 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 Fifth 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 FIFTH AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS FIFTH AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

CONSULTANT:

COUNTY: COUNTY OF SONOMA

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Department Head

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____

County Counsel

Date: _____