

Fourth Amendment to Agreement for Professional Services
Federal Funds

This Fourth Amendment (“Amendment”), dated as of _____ <DATE> _____ (“Effective Date”), is made by and between the County of Sonoma, a political subdivision of the State of California (“County”), and Moffatt & Nichol (“Consultant”).

RECITALS

WHEREAS, County and Consultant entered into that certain Agreement, dated January 13, 2015, to provide professional engineering design services for the replacement of the Gill Creek Bridge (“Original Agreement”); and

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

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

WHEREAS, County and Consultant previously amended the Original Agreement in order to add additional cost for engineering design services, bidding support, and construction support services, dated June 4, 2024 (“Third Amendment”); and

WHEREAS, the Original Agreement as amended by the First Amendment, the Second Amendment, and the Third 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 at no additional cost.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, 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. Incorporation of Recitals

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

2. Agreement Extension.

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

3 Term of Agreement.

This Agreement commences January 13, 2015, and expires December 31, 2028, unless terminated earlier in accordance with Section 4 of the Agreement.

3. Full Force and Effect.

Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement,

together with its 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 -

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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: _____