

First Amendment
to
Standard Professional Services Agreement (“PSA”)

AGREEMENT FOR CONSULTING SERVICES

This First Amendment (“Amendment”), dated as of 10/21/25 (“Effective Date”) is made by and between the County of Sonoma, a political subdivision of the State of California (“County”), and GHD, Inc. (“Consultant”).

R E C I T A L S

WHEREAS, County and Consultant entered into that certain Agreement for Consulting Services, dated July 13, 2021, for Design of the Arnold Drive Bike Lane Project (C18122) (“Agreement”);

WHEREAS, County and Consultant desire to amend the Agreement in order to extend the term of the contract and increase the budget for engineering design 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 A** (included in Agreement) and **Exhibit A1** (included in this 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 A and/or Exhibit A1, 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 original cost proposal approved by the County and the cost proposal within **Exhibit A1** (included in this 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 2.9 of the Agreement is deleted in its entirety and replaced with the following:

2.9 Contract Value.

The total amount payable by County including the fixed fee and contingency shall not exceed **\$822,309.43.**

4. 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 July 13, 2021, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The contract shall end on **December 31, 2028** unless terminated earlier in accordance with Section 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 County arising thereunder.
6. 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:

GHD, 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, Sonoma County Public Infrastructure
under authority granted by the Board of Supervisors

Date:

APPROVED AS TO FORM FOR
COUNTY:

By:
County Counsel

Date: