

Third Amendment
to
Professional Services Agreement (“PSA”)

AGREEMENT FOR CONSULTING SERVICES

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 TRC Engineers, Inc. (“Consultant”) dated as of October 7, 2014 (the “Original Agreement”).

R E C I T A L S

WHEREAS, County and Consultant previously entered into the Original Agreement to provide engineering design services for the Geysers Road Bridge over Frasier Creek Replacement Project (C11005); and

WHEREAS, County and Consultant previously amended the Original Agreement through that certain First Amendment dated December 13, 2016 in order to extend the term of contract until December 31, 2021 (the “First Amendment”); and

WHEREAS, County and Consultant previously amended the Original Agreement through that certain Second Amendment dated September 12, 2017 in order to increase the contract not to exceed amount to \$577,286 (the “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 extend the term of the contract and increase the budget for engineering design services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, 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. Payment

Paragraphs 1 & 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) and Exhibit A1 (attached to this Amendment) provided, however, that total payments to Consultant shall not exceed \$740,883, 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 10% contingency will be paid for authorized services as deemed necessary for services not included in Exhibit A and Exhibit A1, provided however, that total contingency payments to the consultant do not exceed \$74,088. 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.”

2. Agreement Extension.

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

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

3. Full Force and Effect.

Except to the extent the Agreement is expressly amended hereby, the Agreement 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.

SIGNATURES FOLLOW ON NEXT PAGE -

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

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

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

By: _____

Technical Writing Specialist

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____

Director of Transportation & Public
Works

Date: _____

By: _____

County Counsel

Date: _____

By: _____

Chair Board of Supervisors

Date: _____

ATTEST

By: _____

Clerk of the Board of Supervisors