

First Amendment of Agreement for Professional Services Federal Funds

This first amendment (“Amendment”), dated as of July 12, 2022 (“Effective Date”) is made by and between the County of Sonoma, a political subdivision of the State of California (“County”), and Biggs Cardosa Associates, Inc. (“Consultant”).

RECITALS

WHEREAS, County and Consultant previously entered into an agreement to provide professional engineering design services for the replacement of the Monte Rio Bridge dated October 24, 2017 (“Original Agreement”);

WHEREAS, County and Consultant desire to amend the Original Agreement in order to increase the budget, including adding a contingency; and add additional engineering design services which were included as optional in the original scope of work.

WHEREAS, the Original Agreement, as amended by this Amendment, is referred to herein as the “Agreement”.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Incorporation of Recitals.

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

2. Scope of Services.

Section 1.1 of the Original Agreement entitled “Consultants Specified Services” is deleted in its entirety and replaced with the following:

1.1. Consultant's Specified Services.

Consultant shall perform the services described in Exhibit A including services listed as “Optional” and incorporated into the Agreement by this reference (collectively, the “Scope of Work”), within the times or by the dates provided for in the Scope of Work and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of the Agreement and the Scope of Work, the provisions in the body of the Agreement shall control.

3. Allowable Costs and Payments.

Section 2.8 of the Original Agreement entitled “Contract Value” is deleted in its entirety and replaced with the following:

2.8 Contract Value.

The total amount payable by County including the fixed fee shall not exceed \$3,251,896.

Section 2.12 is hereby added to the Original Agreement as follows:

2.12 Optional Services

The amount payable for “Optional” services, in the amount not to exceed \$503,603, shall not commence until written authorization is received.

Section 2.13 is hereby added to the Original Agreement as follows:

2.13 Contingency

A 10% contingency will be paid for authorized services as deemed necessary for services not included in Exhibit A and Exhibit D, provided, however, that total payments to the Consultant do not exceed \$325,190. Work shall not commence on any contingency services until written authorization is received.

4. Term of Agreement

Section 3.1 of the Original Agreement entitled “Term.” Is deleted in its entirety and replaced with the following:

3.1. Term.

This contract shall go into effect on (Effective Date), contingent upon approval by County, and Consultant shall commence work after notification to proceed by County’s Contract Administrator. The contract shall end on 31 December 2027, unless extended by contract amendment.

5. Full Force and Effect.

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

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