

# **First Amendment to Professional Services Agreement (“PSA”)**

## **Federal Funds**

This First Amendment to Professional Services Agreement (“Amendment”), dated as of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) is made by and between the County of Sonoma, a political subdivision of the State of California (“County”), and PreScience Corporation (“Consultant”).

## **R E C I T A L S**

WHEREAS, County and Consultant previously entered into an agreement to provide construction management services of the Wohler Road over Mark West Creek Bridge Replacement Project (C01135), dated May 12, 2020 (“Agreement”);

WHEREAS, County and Consultant desire to amend the Agreement in order to increase the budget.

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. 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 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 B and the additional services described in Exhibit D attached to this Amendment 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 2.7 of the Agreement entitled “Contract Value” is deleted in its entirety and replaced with the following:

#### 2.7. Contract Value.

The total amount payable by County including the contingency shall not exceed \$1,022,881.91. It is understood and agreed that there is no guarantee, either expressed or implied that the full not to exceed dollar amount will be paid under this Agreement.

#### **4. Full Force and Effect**

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.

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