

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Third Amendment to Agreement for Professional Services ("Third Amendment"), effective as of _____, 2019 ("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 Moffatt & Nichol Inc. a California corporation ("Consultant") dated as of May 7, 2013 (the "Original Agreement").

RECITALS

WHEREAS, County and Consultant entered into the Original Agreement to provide engineering design services for the Boyes Boulevard Bridge Project (C01147); and

WHEREAS, County and Consultant executed a First Amendment on June 30, 2015 in order to extend the term of the Original Agreement to June 30, 2019; and

WHEREAS, County and Consultant executed a Second Amendment on April 4, 2017 in order to increase the budget for engineering design services, and add engineering design services for waterline relocation and design support during construction; and

WHEREAS, the Original Agreement as amended by the First Amendment and the Second Amendment shall be referred to herein as the "Agreement"; and

WHEREAS, County and Consultant desire to further amend the Agreement in order to extend the term of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, 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. The foregoing recitals are true and correct and are hereby incorporated into and form a part of this Third Amendment.
2. Section 3 of the Agreement entitled "Term of Agreement" is hereby deleted in its entirety and replaced with the following language: "The term of this Agreement shall be from the Effective Date of the Original Agreement to December 31, 2021 unless terminated earlier in accordance with the provisions of Article 4 of the Agreement.
3. 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.
4. This Third 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 Third 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 THIRD AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN

AND, BY EXECUTION OF THIS THIRD AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

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

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

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

By: _____
Department Head

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of
Supervisors