

**ATTACHMENT 2
AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
MICHAEL BAKER INTERNATIONAL, INC.**

THIS AMENDMENT NO. 3 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Michael Baker International, Inc., (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on April 25, 2016 (hereinafter, "Agreement") to provide affordable housing program administration services to update the existing lotteries and waitlists (hereinafter, "services") for the East Garrison Inclusionary Housing Program (hereinafter, "Project") through November 15, 2016 for an amount not to exceed \$1,750; and

WHEREAS, Agreement was amended by the Parties on October 10, 2016 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services) to expand the original scope of the Agreement to include corroborating forty-seven (47) homebuyers' purchase of forty-seven (47) Workforce-income level homes, as well as qualifying applicants to purchase moderate-income Inclusionary homes and to extend the term for approximately nine (9) months through July 31, 2017 and to increase the amount by \$73,600 which resulted in a total not to exceed amount of \$75,350; and

WHEREAS, Agreement was further amended by the Parties on June 29, 2017 (hereinafter, "Amendment No. 2") to extend the term for three additional (3) years through July 31, 2020 with no increase in the not to exceed amount; and

WHEREAS, CONTRACTOR has completed the review and processing of the original estimated forty-seven (47) plus twelve (12) additional Workforce II-income level buyer applications of Workforce Inclusionary homes in Phases 1 and 2 of the Project, for a total estimate of fifty-nine (59) applications; and

WHEREAS, the number of Workforce II applicants for Inclusionary Housing has increased due to new construction in Phase 2 and Phase 3 of the East Garrison Development; and

WHEREAS, CONTRACTOR's fee per Workforce II review and the number of Workforce II applicants require an update effective upon the date of final execution of this Amendment No. 3 which is the last date opposite the respective signatures below; and

WHEREAS, additional time and funding is necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for two (2) additional years to July 31, 2022; to update the fee per Workforce II review and the number of Workforce II applicants; and to increase the amount by \$14,650 for a total amount not to exceed \$90,000 to allow

CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$90,000.

2. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from April 25, 2016 to July 31, 2022, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend County information in Paragraph 14, "Notices", to read as follows:

FOR COUNTY:

Dalia M. Mariscal-Martinez, Management Analyst III
County of Monterey, Resource Management Agency
1441 Schilling Place, South 2nd Floor, Salinas, CA 93901-4527
Phone: (831) 755-8966
Email: mariscaldm@co.monterey.ca.us

4. Amend the contact information in Paragraph A.2, under Section A, "Scope of Services", of Exhibit A, Scope of Services/Payment Provisions to the Agreement to read as follows:

Anastacia Wyatt, Housing Program Manager
County of Monterey, County Administrative Office
Housing and Economic Development Division
168 West Alisal Street, 3rd Floor, Salinas, CA 93901
Phone: (831) 755-5387
Email: wyatta@co.monterey.ca.us

5. Exhibit A, Scope of Services/Payment Provisions to the Agreement is amended in the second paragraph of Paragraph B.2, "Contractor's Billing Procedures", under Section B, "Payment Provisions", to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*4709, project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

6. Exhibit A-1, Scope of Services to the Agreement is amended in the first sentence of the third paragraph, to read as follows:

The total cost for Contractor to provide these additional services will be based on a time and materials basis: \$380 per Workforce II review-corroborate applicant received prior to the date of final execution of Amendment No. 3 to this Agreement (estimated at fifty-nine (59)) and \$485 per Workforce II review-corroborate applicant received after the date of final execution of Amendment No. 3 to this Agreement (estimated at eighty (80)) for a total estimated of one hundred thirty-nine (139) applications; and \$2,650 per Inclusionary homebuyer applicant.

7. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
8. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: Debra Wilson, Contracts/Purchasing Supervisor
7B741937AA6D41B...
Contracts/Purchasing Officer

Michael Baker International, Inc.

Date: 5/20/2020

By: [Signature]
Contractor's Business Name
89F8083C27F64A9...
(Signature of Chair, President or Vice President)

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

Its: Robert D. Schlesinger, Senior Vice President
(Print Name and Title)

By: Brian Briggs
B162D1AF861147F...
Brian P. Briggs
Deputy County Counsel

Date: 5/15/2020

Date: 5/18/2020

By: Michael Tylman
8FA35D1E27D44A...
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: Michael A. Tylman, Assistant Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

By: Burcu Mousa
811C339569B9474...
Auditor/Controller

Date: 5/15/2020

Date: 5/18/2020

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Name: _____
Title: _____
Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.