

**AMENDMENT NO. 2 TO
AGREEMENT FOR SERVICES
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
DON CHAPIN COMPANY, INC.**

THIS AMENDMENT NO. 2 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Don Chapin Company, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into an Agreement for Services with the Agency on January 2, 2023 (hereinafter, "Agreement");

WHEREAS, the Parties wish to amend the Agreement with a revised Exhibit A – Scope of Work and a dollar increase of \$85,000.00 for a total contract amount not to exceed \$385,000.00 to continue providing services identified in the agreement;

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

1. Amend Section 1, "Employment of CONTRACTOR" to read as follows:

Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in **Exhibit A - REVISED**, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the Scope of Work/Work Schedule set forth in **Exhibit A - Revised**

2. Amend Section 3, "Payment to CONTRACTOR; maximum liability" to read as follows:

Payments to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to CONTRACTOR under this contract is **Three hundred and eighty five thousand dollars and no cents (\$385,000.00).**

Original Agreement	\$ 85,000.00
Amendment No. 2	\$100,000.00
Amendment No. 1	<u>\$200,000.00</u>
Total	\$385,000.00

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 2 Don Chapin Co. Inc.
Agency facilities \$100k original agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

CONTRACTOR: Don Chapin Co. Inc.

By: _____
Ara Azdherian
General Manager

By: _____
Caroline Chapin
Executive Vice President

Date: _____

Date: _____

**Approved as to Form and Legality
Office of the County Counsel**

By: _____
Corporate Secretary

By: _____
Assistant County Counsel

Date: _____

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

By: _____
Administrative Analyst

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

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EXHIBIT A – REVISED SCOPE OF WORK

Services to be provided by contractor will include, but not be limited to, equipment, material and labor for maintenance and repairs to Water Resources Agency facilities during and after storm events, and for restoration, as directed by WRA personnel.