

Attachment C

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**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
MOFFATT & NICHOL, A CALIFORNIA CORPORATION.**

THIS AMENDMENT NO. 3 to Professional Services Agreement A-12890 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Moffatt & Nichol, a California Corporation (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 Professional Services Agreement A-12890 with County on August 10, 2015 (hereinafter, "Agreement") to provide on-call bridge design services for bridge projects over \$100,000, Request for Qualifications (RFQ) #10490 (hereinafter, "services") through July 31, 2018 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$500,000; and

WHEREAS, Agreement was amended by the Parties on July 23, 2018 (hereinafter, "Amendment No. 1", including Exhibit A-1, Revised Fee Schedule and Exhibit B-1, Revised Federal Provisions) to extend the term for one (1) additional year through July 31, 2019, to update the Indemnification for Design Professional Services Claims, to revise Exhibit B – Federal Provisions to comply with Caltrans latest guidelines, and to update the Fee Schedule and Hourly Rates effective August 1, 2018 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on July 22, 2019 (hereinafter, "Amendment No. 2", including Exhibit A-2, Revised Fee Schedule) to extend the term for one (1) additional year through July 31, 2020 and to update the Fee Schedule and Hourly Rates effective August 1, 2019 with no increase in the not to exceed amount; and

WHEREAS, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per RFQ #10490; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services and to allow County staff to prepare and process a new RFQ; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for six (6) additional months to January 31, 2021 with no associated dollar amount increase 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 the first sentence of Section 3, "Term of Agreement", to read as follows:

The term of this Agreement is from August 1, 2015 to January 31, 2021 unless sooner terminated pursuant to the terms of this Agreement.

2. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA #3000*1842) 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 shall be directed to the RMA Finance Division at (831) 755-4800 or by emailing to: RMA-Finance-AP@co.monterey.ca.us.

3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
4. 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.
5. 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: _____
Contracts/Purchasing Officer

Moffat & Nichol, a California Corporation
Contractor's Business Name

Date: _____

By: [Signature]
(Signature of Chair, President or Vice President)

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

Its: RICHARD M. HOGGINS SUP
(Print Name and Title)

By: [Signature: Mary Grace Perry]
C83342707AC641A
Mary Grace Perry
Deputy County Counsel

Date: 6/11/20

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Date: 6/15/2020

Its: SARAH SAOUNAS ASSISTANT SECRETARY
(Print Name and Title)

Approved as to Fiscal Provisions

By: [Signature: Bruce Moussa]
811C333563B9474
Auditor/Controller

Date: 6/12/2020

Date: 6/16/2020

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
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.

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