

Attachment A

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**AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
APSICM-SIXTH DIMENSION, LLC**

THIS AMENDMENT NO. 5 to Professional Services Agreement No. A-12870 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and APSICM-Sixth Dimension, LLC (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 No. A-12870 with County on August 18, 2015 (hereinafter, “Agreement”) to provide on-call construction management services for various correctional facility projects located in Monterey County, California (hereinafter, “services”) through July 21, 2018 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$5,000,000; and

WHEREAS, Agreement was amended by the Parties on November 25, 2015 (hereinafter, “Amendment No. 1”, including Exhibit B-1, Payment Provisions) to replace Exhibit B with Exhibit B-1 to update the Payment Provisions with no extension to the term and with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on February 2, 2018 (hereinafter, “Amendment No. 2”, including Exhibit B-2, Payment Provisions) to replace Exhibit B-1 with Exhibit B-2 to update the Payment Provisions, to extend the term for one (1) additional year through July 21, 2019, and to increase the amount by \$1,000,000 which resulted in a total not to exceed amount of \$6,000,000; and

WHEREAS, Agreement was amended by the Parties on July 12, 2019 (hereinafter, “Amendment No. 3”) to update the Indemnification for Design Professional Services Claims provision and to extend the term for approximately four (4) additional months through October 31, 2019 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on October 10, 2019 (hereinafter, “Amendment No. 4”) to extend the term for five (5) additional months through March 31, 2020 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 Request for Qualifications (RFQ) #10477; 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 funding is necessary; and

WHEREAS, the Parties agree that the Payment Provisions in Exhibit B-2 – Payment Provisions, effective July 22, 2018, of the Agreement remain valid through June 30, 2021; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for fifteen (15) additional months to June 30, 2021 and to increase the amount by \$2,100,000 for a total amount not to exceed \$8,100,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 5.

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

1. Amend Paragraph 2, “Term of Agreement”, to read as follows:

The term of this Agreement is from July 21, 2015 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement. If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate or terms or conditions in writing.

This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

2. Amend Section 4.1 of Paragraph 4, “Payments by County”, to read as follows:

It is mutually understood and agreed by both Parties that CONTRACTOR shall be compensated under this Agreement in accordance with Exhibit B-2 – Payment Provisions attached hereto. The total aggregate amount payable to CONTRACTOR under this Agreement shall not exceed \$8,100,000.

3. Amend County information under Paragraph 17, “Notices”, to read as follows:

TO COUNTY:

Florence Kabwasa-Green, Project Manager III
County of Monterey
Resource Management Agency – Public Works, Parks & Facilities
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Phone: (831) 755-4805

4. 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 (MYA#3000*1862), 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.

5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 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

APSICM-Sixth Dimension, LLC.
Contractor's Business Name

Date: _____

By: Jay Losak
(Signature of Manager)

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

Its: Jay Losak, Manager
(Print Name)

By: _____
Mary Grace Perry
Deputy County Counsel

Date: February 25, 2020

Date: _____

By: Mani Subramanian
(Signature of Manager)

Approved as to Fiscal Provisions

Its: MANI SUBRAMANIAN Manager
(Print Name)

By: _____
Auditor/Controller

Date: February 25, 2020

Date: _____

**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.