

# Attachment A

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**AMENDMENT NO. 5  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
MICHAEL BAKER INTERNATIONAL, INC.**

**THIS AMENDMENT NO. 5** to Agreement No. A-12490 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 Agreement No. A-12490 with County on July 16, 2013 (hereinafter, "Agreement") to provide permit application review services (hereinafter, "services") through July 16, 2016 with the option to extend the Agreement for two (2) additional one (1) year period(s), for an amount not to exceed \$100,000 per fiscal year (FY) for a total amount not to exceed \$300,000 for the initial three (3) year term (FY 2013-14, FY 2014-15, and FY 2015-16) in accordance with the terms and conditions of the Agreement; and

**WHEREAS**, Agreement was amended by the Parties on August 31, 2015 (hereinafter, "Amendment No. 1") to revise the CONTRACTOR's legal name 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 June 28, 2016 (hereinafter, "Amendment No. 2", including Attachment A-1 – Revised Pricing Sheet, effective July 17, 2016) to extend the term for one (1) additional year through July 16, 2017, to update the Pricing Sheet, and to increase the amount by \$500,000 for the cost of services during that period (FY 2016-17) which resulted in a total not to exceed amount of \$800,000; and

**WHEREAS**, Agreement was amended by the Parties on July 25, 2017 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through July 16, 2018 and to increase the amount by \$300,000 for the cost for services during that period (FY 2017-18) which resulted in a total not to exceed amount of \$1,100,000; and

**WHEREAS**, Agreement was amended by the Parties on July 13, 2018 (hereinafter, "Amendment No. 4") to update the provisions, to extend the term for one (1) additional year through June 30, 2019, and to increase the amount by \$100,000 for the cost for services during that period (FY 2018-19) which resulted in a total not to exceed amount of \$1,200,000; and

**WHEREAS**, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10382; and

**WHEREAS**, CONTRACTOR's Revised Pricing Sheet, effective July 17, 2016, requires an update effective July 1, 2019, in accordance with Attachment A-2, Revised Pricing Sheet, which is attached and incorporated by this reference; and

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

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to June 30, 2020, to increase the cost for services by \$100,000 for FY 2019-20 for a total amount not to exceed \$1,300,000, and to update the Pricing Sheet 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 1.1 under Section 1.0, "Performance of Agreement", to add the following:

Attachment A-2 – Revised Pricing Sheet

2. Amend Paragraph 3.1 under Section 3.0, "Term of Agreement", to read as follows:

The term of the AGREEMENT will be from July 16, 2013 to June 30, 2020.

3. Amend Paragraph 4.1 under Section 4.0, "Compensation and Payments", to read as follows:

It is mutually understood and agreed by both Parties that the CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as Attachments A, A-1 and A-2. The total amount of this AGREEMENT shall not exceed \$100,000 per fiscal year (FY) for the initial three (3) year term (FY 2013-14, FY 2014-15 and FY 2015-16) of this AGREEMENT. Additionally, the total amount of this AGREEMENT shall not exceed \$500,000 for the first additional one (1) year period extension (FY 2016-17), shall not exceed \$300,000 for the second additional one (1) year period extension (FY 2017-18), shall not exceed \$100,000 for the third additional approximate one (1) year period extension (FY 2018-19) beyond the initial term, and shall not exceed \$100,000 for the fourth additional one (1) year period extension beyond the initial term for a total AGREEMENT amount not to exceed \$1,300,000.

4. Amend Paragraph 5.1 under Section 5.0, "Invoices and Purchase Orders", to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 4.0, "Compensation and Payments", and Section 5.0, "Invoices and Purchase Orders", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000\*940, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> 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-GP@co.monterey.ca.us](mailto:RMA-Finance-AP-GP@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:

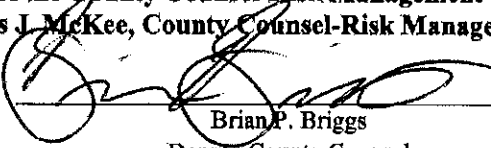
\_\_\_\_\_  
Contracts/Purchasing Officer

Date:

\_\_\_\_\_

**Approved as to Form and Legality**  
**Office of the County Counsel-Risk Management**  
**Charles J. McKee, County Counsel-Risk Manager**

By:

  
\_\_\_\_\_  
Brian P. Briggs  
Deputy County Counsel

Date:

5-13-19

**Approved as to Fiscal Provisions**

By:

  
\_\_\_\_\_  
Auditor/Controller

Date:

5-13-19

**Approved as to Indemnity and Insurance Provisions**  
**Office of the County Counsel-Risk Management**  
**Charles J. McKee, County Counsel-Risk Manager**

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Michael Baker International, Inc.

Contractor's Business Name

By:

  
\_\_\_\_\_  
(Signature of Chair, President or Vice President)

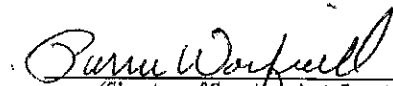
Its:

Thomas G. Tracy, Associate Vice President  
(Print Name and Title)

Date:

5-7-19

By:

  
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its:

Pam Warfield, Assistant Secretary  
(Print Name and Title)

Date:

5-7-2019

\*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.

**ATTACHMENT A-2 – REVISED PRICING SHEET**  
**Effective July 1, 2019**

**CONTRACTOR'S PRICING SHEET**

<b>Service:</b>	<b>Review Fee:</b>
Permit Review (regular)	\$5,115
Permit Review (complex)	\$10,230
Initial Study	\$5,115 - \$15,500

<b>Service:</b>	<b>Hourly Rate:</b>
Permit Review (regular)	\$155
Permit Review (complex)	\$155
Initial Study	\$155

CONTRACTOR, having read and understood all proposal information, hereby submits hourly rates. It is understood that the basic design of each particular type of facility can be duplicated as the situation permits. It is also understood that a final fee may be negotiated with the CONTRACTOR for the required services.

<b>Reimbursable Items</b>	<b>Cost</b>
Copy/Printing Vendors	At Cost plus 10%
Subconsultants	At Cost plus 10%

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