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**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
MNS ENGINEERS, INC.**

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-13278 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and MNS Engineers, 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 Professional Services Agreement No. A-13278 with County on September 9, 2016 (hereinafter, "Agreement") to provide on-call civil engineering services for transportation projects located in Monterey County, Request for Qualifications (RFQ) #1601 (hereinafter, "services") through August 31, 2019 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$300,000; and

WHEREAS, Agreement was amended by the Parties on July 30, 2018 (hereinafter, "Amendment No. 1") to increase the amount by \$500,000 which resulted in a total amount not to exceed \$800,000 with no extension to the term; and

WHEREAS, the County has a continued need for services; 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 one (1) additional year to August 31, 2020 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. 2.

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

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

The term of this Agreement is from September 1, 2016 to August 31, 2020 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 Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*2687 and associated Delivery 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 2nd Floor
Salinas, California 93901-4527

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Amendment No. 2 to Professional Services Agreement No. A-13278
MNS Engineers, Inc.

On-call Civil Engineering Services for Transportation Projects (RFQ #1601)
RMA – Public Works, Parks and Facilities
Term: September 1, 2016 – August 31, 2020
Not to Exceed: \$800,000

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-GP@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. 2 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. 2 are incorporated into the Agreement and this Amendment No. 2.

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Amendment No. 2 to Professional Services Agreement No. A-13278

MNS Engineers, Inc.

On-call Civil Engineering Services for Transportation Projects (RFQ #1601)

RMA – Public Works, Parks and Facilities

Term: September 1, 2016 – August 31, 2020

Not to Exceed: \$800,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: *[Signature]*
Contracts/Purchasing Officer

MNS Engineers, Inc.
Contractor's Business Name

Date: 8/30/2019

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

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

Its: JEFF EDWARDS, VICE PRESIDENT
(Print Name and Title)

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

Date: 8.22.19

Date: 8-26-19

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

Approved as to Fiscal Provisions

Its: Shawn Kowalewski, Asst Secretary
(Print Name and Title)

By: *[Signature]*
Auditor/Controller

Date: 9/22/19

Date: 8/27/19

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: _____

*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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