

# Attachment E

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**AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
MOORE TWINING ASSOCIATES, INC.**

**THIS AMENDMENT NO. 3** to Professional Services Agreement No. A-13432 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Moore Twining Associates, 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-13432 with County on February 2, 2017 (hereinafter, “Agreement”) to provide on-call geotechnical engineering services (hereinafter, “services”) for projects located in Monterey County through January 23, 2020 with an option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed \$300,000; and

**WHEREAS**, Agreement was amended by the Parties on January 22, 2020 (hereinafter, “Amendment No. 1”) to update the indemnification provision and to extend the term for one (1) additional year through January 23, 2021 with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on May 4, 2020 (hereinafter, “Amendment No. 2”) to increase the amount by \$200,000 which resulted in a total not to exceed amount of \$500,000 with no extension to the term; and

**WHEREAS**, County has a continued need for services; and

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to continue to provide services required by County; and

**WHEREAS**, the Parties wish to further amend the Agreement to increase the amount by \$200,000 for a total amount not to exceed \$700,000 and to extend the term for one (1) additional year to January 23, 2022 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 second sentence of Section 2, “Payments by County”, to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$700,000.

2. Amend the first sentence of Section 3, “Term of Agreement”, to read as follows:

The term of this Agreement is from January 24, 2017 to January 23, 2022, unless sooner terminated pursuant to the terms of this Agreement.

3. 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\*2983*), services (*On-Call Geotechnical Engineering Services (RFQ #1701)*), 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](mailto:RMA-Finance-AP@co.monterey.ca.us):

County of Monterey  
Department of Public Works, Facilities, & Parks (PWF&P) – Finance  
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 PWF&P Finance at (831) 755-4800 or via email to: [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us).

4. In all places within the Agreement, any reference to Resource Management Agency is hereby replaced with Department of Public Works, Facilities, & Parks.
5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. 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.
7. 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

Moore Twining Associates, Inc.

Contractor's Business Name

Date: \_\_\_\_\_

By: *Harry D. Moore*  
(Signature of Chair, President or Vice President)

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

Its: Harry Moore, RCE, RGE - President/Principal Engineer  
(Print Name and Title)

By: *Mary Grace Perry*  
C83342707AC641A Mary Grace Perry  
Deputy County Counsel

Date: December 16, 2020

Date: 12/17/2020

By: *RE Moore*  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: Ruth Moore - Secretary  
(Print Name and Title)

**Approved as to Fiscal Provisions**

By: *Gary Giboney*  
D3834BFEC1D844A Auditor/Controller

Date: December 17, 2020

Date: 12/18/2020

**Approved as to Indemnity and Insurance Provisions**  
**Office of the County Counsel-Risk Manager**

By: \_\_\_\_\_  
Leslie J. Girard  
County Counsel-Risk Manager

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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