## AMENDMENT NO. 3

## TO

## AGREEMENT FOR SERVICES BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND INDUSTRIAL MACHINE SHOP

THIS AMENDMENT NO. 3 to the Agreement for Services between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Industrial Machine Shop (hereinafter, "CONTRACTOR") is hereby entered into between the Agency and the CONTRACTOR (collectively, the Agency and CONTRACTOR are referred to as the "Parties").

**WHEREAS,** CONTRACTOR entered into an Agreement for Services with the Agency on January 1, 2022, Amendment No. 1 on May 17, 2022, and Amendment No. 2 on January 23, 2024, (hereinafter, "Agreement");

**WHEREAS**, the Parties wish to amend the Agreement with a dollar amount increase of \$250,000, for a total contract amount not to exceed \$790,000.00 to continue providing services identified in the Agreement.

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

- 1. Amend Section 3 Payments to CONTRACTOR; maximum liability to read as follows:
  - <u>Payments to CONTRACTOR; maximum liability</u>. Subject to the limitations set forth herein, Agency shall pay CONTRACTOR in accordance with the fee schedule set forth in Exhibit B. The maximum amount payable to the CONTRACTOR under this contract is **Seven Hundred Ninety Thousand Dollars (\$790,000.00)**.
- 2. All other terms and conditions of the Agreement remain unchanged and in full force.
- 3. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

This section intentionally left blank.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 3 to the Agreement as of the day and year written below:

**CONTRACTOR** 

MONTEREY COUNTY WATER

RESOURCES AGENCY	
	Industrial Machine Shop
By: General Manager	*Contractor Business Name
General Manager	
Date:	By: (Signature of Chair, President or Vice President)
	(Signature of Chair, President or Vice President)
	Title:(Print Name and Title)
	(Print Name and Title)
	Date:
Approved as to Form and Legality Office of the County Counsel	
By:	By:
By: Chief Assistant County Counsel	By:(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Date:	Title
	Title:(Print Name and Title)
Approved as to Fiscal Provisions	Date:
Rv·	
By:Auditor-Controller	
Date:	
By: Administrative Analyst	
Administrative Analyst	
Date:	
Approved as to Indemnity, Insurance Provisions	
By:	
By: Risk Management	
Date:	

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.