

AMENDMENT No. 3
to
Agreement for Professional Services
between
Monterey County Water Resources Agency and Power Systems Professionals

The undersigned parties hereby agree to amend that certain Agreement for Professional Services between the Monterey County Water Resources Agency (hereinafter "Agency") and Power Systems Professionals, (hereinafter "CONTRACTOR") executed and effective on March 28, 2017 and amended on May 19, 2017 and on September 18, 2017 (hereinafter "Agreement").

Section 1 of the Agreement is hereby amended to read as follows:

1. Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibits A, C, and D in conformity with the terms of this Agreement.

- (a) The work to be performed is generally described as follows:

Hydroelectric plant testing and engineering services.

- (b) The CONTRACTOR shall perform its services under this agreement in accordance with usual and customary care and with generally accepted practices in effect at the time the services are rendered. The CONTRACTOR and its agents and employees performing work hereunder are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required by this Agreement.
 - (c) CONTRACTOR, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
 - (d) CONTRACTOR shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. CONTRACTOR shall not use Agency premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.
 - (e) Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in Exhibits A, C, and D in conformity with the terms of this Agreement. CONTRACTOR shall manage and pay for the work of all subCONTRACTORS as required to proceed forward with the work set forth in Exhibits A, C, and D.

Section 3 of the Agreement is hereby amended to read as follows:

3. Payment to CONTRACTOR; maximum liability. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibits B, C, and D for work completed and/or in progress pursuant this Agreement, summarized below:

Original Agreement	\$3,000
Amendment No. 1	\$22, 000

Amendment No. 2	\$25,000
<u>Amendment No. 3</u>	<u>\$25,000</u>
Not to exceed total:	<u>\$75,000</u>

The maximum amount payable to CONTRACTOR under this Agreement as amended by Amendment Nos. 1, 2 and 3 is **\$75,000**.

Section 31 of the Agreement is hereby amended to read as follows:

31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

- Exhibit A** - Scope of Work and Work Schedule (original Agreement)
- Exhibit B** - Payment Provisions (original Agreement)
- Exhibit C** - Scope of Work and Work Schedule & Payment Provisions (Amendment No. 1)
- Exhibit D** - Scope of Work and Work Schedule & Payment Provisions (Amendment No. 2)

All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Agency and CONTRACTOR have caused this Amendment No. 3 to be executed as follows:

**MONTEREY COUNTY
WATER RESOURCES AGENCY**

POWER SYSTEMS PROFESSIONALS

David E. Chardavoyne, General Manager

By _____
(signature)

DATED: _____

(print name and title)*

DATED: _____

By _____
(signature)

(print name and title)*

DATED: _____

* INSTRUCTIONS: If CONTRACTOR is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth together with the signature of a partner with 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 his or her business, if any, and shall personally sign the Agreement.

**Power Systems Professionals
Amendment No. 3**

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Approved as to form:

Approved as to fiscal provisions:

Deputy County Counsel

CAO Analyst

Auditor-Controller

DATED: _____

DATED: _____

DATED: _____