

Attachment C

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**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
APSICM-SIXTH DIMENSION, LLC**

THIS AMENDMENT NO. 3 to Professional Services Agreement No. A-12870 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and APSICM-Sixth Dimension, LLC (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-12870 with County on August 18, 2015 (hereinafter, "Agreement") to provide on-call construction management services for various correctional facility projects located in Monterey County, California (hereinafter, "services") through July 21, 2018 for an amount not to exceed \$5,000,000; and

WHEREAS, Agreement was amended by the Parties on November 25, 2015 (hereinafter, "Amendment No. 1", including Exhibit B-1, Payment Provisions) to replace Exhibit B with Exhibit B-1 to update the Payment Provisions 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 February 2, 2018 (hereinafter, "Amendment No. 2", including Exhibit B-2, Payment Provisions) to replace Exhibit B-1 with Exhibit B-2 to update the Payment Provisions, to extend the term for one (1) additional year through July 21, 2019, and to increase the amount by \$1,000,000 which resulted in a total not to exceed amount of \$6,000,000; and

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

WHEREAS, additional time is necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for approximately four (4) additional months to October 31, 2019 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. 3.

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

1. Amend the first section of Paragraph 2, "Term of Agreement", to read as follows:

The term of this Agreement is from July 21, 2015 to October 31, 2019, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Section 8.2 of Paragraph 8, “Indemnification”, to read as follows:

Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR’s liability exceed such CONTRACTOR’s proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

3. Amend County information under Paragraph 17, “Notices”, to read as follows:

TO COUNTY:

Christine Poe, Management Analyst III
County of Monterey, Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Phone: (831) 755-5399

4. 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*1862, 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 2nd 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.

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

APSICM-Sixth Dimension, LLC.
Contractor's Business Name

Date: _____

By: Jay Larson
(Signature of Manager)

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

Its: JAY LOSAK, Manager
(Print Name)

By: _____
Robert M. Shaw
Deputy County Counsel

Date: 7/2/2019

Date: _____

By: Mani Subramanian
(Signature of Manager)

Approved as to Fiscal Provisions

Its: MANI SUBRAMANIAN, Manager
(Print Name)

By: _____
Auditor/Controller

Date: 7/3/2019

Date: _____

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.

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: [Signature]
Contracts/Purchasing Officer

APSICM-Sixth Dimension, LLC.
Contractor's Business Name

Date: 7/12/19

By: [Signature]
(Signature of Manager)

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

Its: JAY LOSAK, Manager
(Print Name)

By: [Signature]
Robert M. Shaw
Deputy County Counsel

Date: 7/2/2019

Date: 7-10-19
MARY GRACE PERRY

By: [Signature]
(Signature of Manager)

Approved as to Fiscal Provisions
By: [Signature]
Auditor/Controller

Its: MANI SUBRAMANIAN Manager
(Print Name)

Date: 7-11-19

Date: 7/3/2019

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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