

Attachment E

This page intentionally left blank.

**AMENDMENT NO. 6
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
BIGGS CARDOSA ASSOCIATES, INC.**

THIS AMENDMENT NO. 6 to the Professional Services Agreement No. A-11432 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Biggs Cardosa 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 a Professional Services Agreement No. A-11432 with County on July 22, 2009 (hereinafter, "Agreement") to provide project management, preliminary engineering and reports, and final design (hereinafter, "services") for the Nacimiento Lake Drive Bridge Replacement Project at San Antonio River, County Bridge No. 449, State Bridge No. 44C-009 (hereinafter, "Project") through December 31, 2010 for an amount not to exceed \$646,270; and

WHEREAS, Agreement was amended by the Parties on December 27, 2010 (hereinafter, "Amendment No. 1") to extend the term for two (2) additional years through December 31, 2012 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 6, 2012 (hereinafter, "Amendment No. 2", including Exhibit A-1 – Scope of Services/Payment Provisions) to extend the term for nine (9) additional months through September 30, 2013 and to increase the amount by \$168,810 which resulted in a total not to exceed amount of \$815,080; and

WHEREAS, Agreement was amended by the Parties on September 30, 2013 (hereinafter, "Amendment No. 3", including Exhibit A-2) to extend the term for three (3) additional years through September 30, 2016 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on August 18, 2016 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through September 30, 2017 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on September 29, 2017 (hereinafter, "Amendment No. 5") to extend the term for one (1) additional year through September 30, 2018 with no increase in the not to exceed amount; and

WHEREAS, ninety-five percent (95%) of the Agreement services for the Project have been completed; and

WHEREAS, additional time is necessary to allow completion of right-of-way to continue with design of the Project and to allow evaluation by the CONTRACTOR to comply with the American Association of State Highway and Transportation Officials (AASHTO) standard requirements for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to September 30, 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. 6.

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 February 9, 2009 to September 30, 2019, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Section 8.02, "Indemnification for Design Professional Services Claims", under Paragraph 8, "Indemnification", to read as follows:

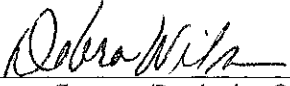
CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in 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 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. The Schedule referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions, and as updated in Exhibit A-2 of Amendment No. 3 of this Agreement, is hereby amended to extend through September 30, 2019, to conform to the amended term of the Agreement.
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 6 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

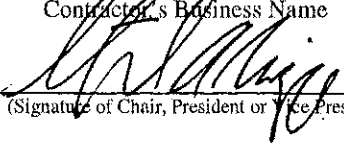
COUNTY OF MONTEREY

CONTRACTOR*

By: 
Contracts/Purchasing Officer

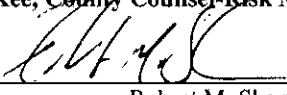
Biggs Cardosa Associates, Inc.
Contractor's Business Name

Date: 9/27/18

By: 
(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: STEPHEN A BIGGS PRESIDENT
(Print Name and Title)

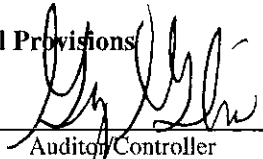
By: 
Robert M. Shaw
Deputy County Counsel

Date: 9/21/18

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

Date: 9-26-2018

Its: MARK A CARDOSA SECRETARY
(Print Name and Title)

Approved as to Fiscal Provisions
By: 
Auditor/Controller

Date: 9/24/18

Date: 9/26/18

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) managing members. 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.

This page intentionally left blank