

# Attachment F

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**AMENDMENT NO. 5  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
BIGGS CARDOSA ASSOCIATES, INC.**

**THIS AMENDMENT NO. 5** to the Professional Services Agreement 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 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**, ninety-five percent (95%) of the Agreement services for the Project have been completed; and

**WHEREAS**, the County has identified a super elevation change to the design of the Project; and

**WHEREAS**, additional time is necessary 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, 2018 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. 5.

**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, 2018, unless sooner terminated pursuant to the terms of this Agreement.

2. 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, 2018, to conform to the amended term of the Agreement.
3. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2<sup>nd</sup> Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2<sup>nd</sup> Floor, Salinas, California 93901-4527.
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 5 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. 5 are incorporated into the Agreement and this Amendment No. 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By: [Signature]  
Contracts/Purchasing Officer

Date: 9-29-17

**Approved as to Form and Legality  
Office of the County Counsel**

By: [Signature]  
Mary Grace Perry  
Deputy County Counsel

Date: 9-26-17

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 9-27-17

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

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

**CONTRACTOR\***

Biggs Cardosa Associates, Inc.  
Contractor's Business Name

By: [Signature]  
(Signature of Chair, President or Vice President)

Its: STEPHEN A. BIWAS / PRESIDENT  
(Print Name and Title)

Date: 9/22/17

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

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

Date: 9/22/17

\*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.

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