

**AMENDMENT NO. 3 TO  
AGREEMENT FOR SERVICES  
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND  
DON CHAPIN COMPANY, INC.**

**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 Don Chapin Company, Inc. (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 2, 2023 (hereinafter, "Agreement");

**WHEREAS**, the Parties wish to amend the Agreement with a revised Exhibit A – Scope of Work and a dollar increase of \$80,000.00 for a total contract amount not to exceed \$465,000.00 to continue providing services identified in the agreement;

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

1. Amend Section 1, "Employment of CONTRACTOR" to read as follows:

Employment of CONTRACTOR. Agency hereby engages CONTRACTOR and CONTRACTOR hereby agrees to perform the services set forth in **Exhibit A - REVISED**, in conformity with the terms of this Agreement. CONTRACTOR will complete all work in accordance with the Scope of Work/Work Schedule set forth in **Exhibit A - Revised**

2. Amend Section 3, "Payment to CONTRACTOR; maximum liability" to read as follows:

Payments to CONTRACTOR; maximum liability. 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 CONTRACTOR under this contract is **Four hundred and sixty-five thousand dollars and no cents (\$465,000.00)**.

Original Agreement	\$100,000.00
Amendment No. 1	\$ 85,000.00
Amendment No. 2	\$200,000.00
<u>Amendment No. 3</u>	<u>\$ 80,000.00</u>
Total	\$465,000.00

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 3 Don Chapin Co. Inc.  
Agency facilities \$100k original agreement

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

**MONTEREY COUNTY WATER  
RESOURCES AGENCY**

By: \_\_\_\_\_

Ara Azhderian  
General Manager

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

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

By: \_\_\_\_\_  
Assistant County Counsel

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

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor-Controller

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

By: \_\_\_\_\_  
Administrative Analyst

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

**Approved as to Indemnity, Insurance Provisions**

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.

**CONTRACTOR: Don Chapin Co. Inc.**

By: \_\_\_\_\_

Caroline Chapin  
Executive Vice President

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

By: \_\_\_\_\_

Corporate Secretary

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

## **EXHIBIT A – REVISED SCOPE OF WORK**

Services to be provided by contractor will include, but not be limited to, equipment, material and labor for maintenance and repairs to Water Resources Agency facilities during and after storm events, and for restoration, as directed by WRA personnel.

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