

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
MNS ENGINEERS, INC.**

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-14463 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and MNS Engineers, 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, County entered into Professional Services Agreement No. A-14463 with MNS Engineers, Inc. on July 29, 2019 (hereinafter, “Agreement”) to provide on-call construction management services (hereinafter, “services”) for various construction projects located in Monterey County per Request for Qualifications (RFQ) #10709 through July 15, 2022, with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$750,000; and

WHEREAS, provisions of the Agreement require an update; and

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

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to update provisions, to extend the term for one (1) additional year to July 15, 2023, and to increase the amount by \$2,500,000 for a total amount not to exceed \$3,250,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend the second sentence of Section 2, “Payments by County”, to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$3,250,000.

2. Amend the first sentence of Section 3, “Term of Agreement”, to read as follows:

The term of this Agreement is from July 16, 2019 to July 15, 2023, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 11, “Non-Discrimination”, to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

4. Amend Agreement to add Section 16, “Compliance with Applicable Laws”, as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

5. Amend Agreement to add Section 17, “Consent to Use of Electronic Signatures”, as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

6. Amend the first paragraph of Section B.2, Contractor's Billing Procedures, of Exhibit A – Scope of Services/Payment Provisions of the Agreement, to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA#3200*4613), Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP – Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us.

7. In all places within the Agreement, any reference to Resource Management Agency (RMA) or RMA – Public Works, Parks & Facilities is hereby replaced with Department of Public Works, Facilities and Parks.
8. All other terms and conditions of the Agreement, including all Exhibits thereto, shall remain unchanged and in full force.
9. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
10. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 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

MNS Engineers, Inc.
Contractor's Business Name

Date: _____

DocuSigned by:
By: Greg Chelini
E28193438F8F4E3...
(Signature of Chair, President or Vice President)

**Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel**

Its: Greg Chelini, Vice President
(Print Name and Title)

DocuSigned by:
By: Mary Grace Perry
A1933B26E717442...
Mary Grace Perry
Deputy County Counsel

Date: 6/22/2022 | 11:07 AM PDT

Date: 6/23/2022 | 2:58 PM PDT

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

Approved as to Fiscal Provisions

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Auditor/Controller

DocuSigned by:
Its: Miranda Patton
7B2318690B59477...
(Print Name and Title)

Date: 6/22/2022 | 11:22 AM PDT

Date: 6/23/2022 | 9:20 AM PDT

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel
Leslie J. Girard, County Counsel**

DocuSigned by:
By: Danielle Mancuso
2AFDFB99D2744CC...
Danielle P. Mancuso
Risk Manager

Date: 6/22/2022 | 2:45 PM PDT

*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.