

# Attachment B

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
CONSOR NORTH AMERICA, INC.**

**THIS AMENDMENT NO. 1** to Professional Services Agreement No. A-15150 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and CONSOR North America, 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-15150 with CONTRACTOR’s predecessor, Quincy Engineering, Inc., on April 1, 2021 (hereinafter, “Agreement”) to provide professional engineering design services for the Palo Colorado Road Repair Project from milepost 4.0 to 7.8, Project No. 6210, Request for Proposals (RFP) #10766, (hereinafter, “services”) through April 1, 2024, with the option to extend the Agreement two (2) additional one (1) year period(s), for an amount not to exceed \$1,605,000; and

**WHEREAS**, on October 3, 2022, Quincy Engineering, Inc. and CONTRACTOR entered into an “Agreement and Plan of Merger” which assigned Quincy Engineering, Inc.’s rights, duties, obligations and interest in the April 1, 2021 Agreement between Quincy Engineering, Inc. and County to CONTRACTOR; and

**WHEREAS**, on October 31, 2022 an “Assignment and Assumption of Contract” with an effective date retroactive to October 3, 2022 was executed by Quincy Engineering, Inc. and CONTRACTOR to authorize the assignment of the April 1, 2021 Agreement from Quincy Engineering, Inc. to CONTRACTOR pursuant to Section 15.06, Assignment and Subcontracting, of said April 1, 2021 Agreement; and

**WHEREAS**, the provisions of the Agreement require an update; and

**WHEREAS**, the Project’s schedule has been delayed due to additional culvert sites and changing site conditions caused by continuing winter storms; and

**WHEREAS**, additional time is necessary to allow CONTRACTOR to continue services required by the County; and

**WHEREAS**, the Parties wish to amend the Agreement to update the provisions and to extend the term for one (1) additional year to April 1, 2025 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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Palo Colorado Road Repair Project (RFP #10766)  
Department of Public Works, Facilities and Parks  
Term: April 1, 2021 to April 1, 2025  
Not to Exceed: \$1,605,000

**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 April 1, 2021 to April 1, 2025, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Section 9.03, "Insurance Coverage Requirements", of Paragraph 9.0, "Insurance", to read as follows:

Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: Professional liability insurance coverage is required if the CONTRACTOR is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

3. Amend Section 9.04, “Other Insurance Requirements”, of Paragraph 9.0, “Insurance Requirements”, to read as follows:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability

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arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

4. Amend Paragraph 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

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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.

5. Amend Agreement to add Paragraph 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.

6. Amend Agreement to add Paragraph 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.

7. In all places within the Agreement, any reference to Department of Public Works, Facilities, & Parks is hereby replaced with Department of Public Works, Facilities and Parks (PWFP).
8. In all places within the Agreement, any reference to County's email address of [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us) for invoicing, is hereby replaced with [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us).
9. In all places within the Agreement, any reference to the Agreement's Multi-Year Agreement (MYA) number is deemed to be MYA #3200\*5596.
10. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
11. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
12. 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**  
**Debra R. Wilson, Contracts/Purchasing Officer**

By: DocuSigned by:  
Debra Wilson  
7B741937AA0D41B...

Its: Debra Wilson Contracts & Purchasing Officer  
(Print Name and Title)

Date: 3/14/2024 | 5:44 PM PDT

**CONTRACTOR**  
**CONSOR North America, Inc.**

By: DocuSigned by:  
Mark Reno  
E873213DA78F4A5...  
(Signature of Chair, President or Vice President)

Its: Mark Reno, Vice President  
(Print Name and Title)

Date: 3/13/2024 | 8:14 PM EDT

**Approved as to Form**  
**Office of the County Counsel**  
**Susan K. Blitch, Acting County Counsel**

By: DocuSigned by:  
Michael Whilden  
0F98C5BE9B6F476...

Its: Michael J. Whilden  
Deputy County Counsel  
(Print Name and Title)

Date: 3/14/2024 | 9:15 AM PDT

By: DocuSigned by:  
Matthew Cass  
770221A0B095E0...  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: Matthew Cass, Secretary  
(Print Name and Title)

Date: 3/13/2024 | 7:33 PM EDT

**Approved as to Fiscal Provisions**  
**Rupa Shah, Auditor/Controller**

By: DocuSigned by:  
Patricia Ruiz  
E79EF64E57454F6...

Its: Patricia Ruiz Auditor Controller Analyst I  
(Print Name and Title)

Date: 3/14/2024 | 11:36 AM PDT

**Approved as to Liability Provisions**  
**Office of the County Counsel-Risk Management**  
**Susan K. Blitch, Acting County Counsel**

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

Its: \_\_\_\_\_  
David Bolton  
Risk Manager

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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