

Attachment D

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GHD INC.**

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-14631 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and GHD 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 Professional Services Agreement No. A-14631 with County on February 28, 2020 (hereinafter, “Agreement”) to provide professional design engineering services (hereinafter, “services”) for the Carmel Valley Road and Laureles Grade Roundabout (hereinafter, “Project”), Request for Proposals (RFP) #10679, through February 25, 2023, with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$460,174; and

WHEREAS, CONTRACTOR has completed 30% of the Preliminary Design and Type Selection for the Project; and

WHEREAS, the final design of the Project has not been completed due to coordination delays with various stakeholders to determine the best approach and design for the Project; and

WHEREAS, provisions of the Agreement require an update; and

WHEREAS, additional time is necessary to allow CONTRACTOR to complete the services for the Project; and

WHEREAS, the Parties wish to amend the Agreement to update provisions and extend the term for one (1) additional year to February 25, 2024 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. 1.

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 25, 2020 to February 25, 2024, unless sooner terminated pursuant to the terms of this Agreement.

2. 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 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.

3. 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.

4. 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 U.S.C. 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 portable document format (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 portable format (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.

5. In all places within the Agreement, any reference to Resource Management Agency (RMA) or RMA – Public Works, Parks and Facilities is hereby replaced with Department of Public Works, Facilities and Parks.
6. In all places within the Agreement, any reference to County’s email address of RMA-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with PWFP-Finance-AP@co.monterey.ca.us.
7. In all places within the Agreement, any reference to the Agreement’s Multi-Year Agreement (MYA) number of MYA 3000*4956, is hereby replaced with MYA 3200*4956.
8. All other terms and conditions of the Agreement, including all Exhibits thereto, 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

DocuSigned by:
By: Angelica Kulas
4DFC1176E799451...
Contracts/Purchasing Officer

Date: 11/15/2022 | 11:06 AM PST

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

DocuSigned by:
By: Mary Grace Perry
A1033928E717442...
Mary Grace Perry
Deputy County Counsel

Date: 11/10/2022 | 4:48 PM PST

Approved as to Fiscal Provisions

DocuSigned by:
By: Jennifer Forsyth
4E7E87873939AE...
Auditor/Controller

Date: 11/15/2022 | 9:51 AM PST

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

By: _____
Danielle P. Mancuso
Risk Manager

Date: _____

CONTRACTOR*

GHD Inc.
Contractor's Business Name

DocuSigned by:
By: Kamesh Vedula
2B36872A7200458...
(Signature of Chair, President or Vice President)

Its: Kamesh Vedula, Vice President
(Print Name and Title)

Date: 11/10/2022 | 10:57 AM PST

DocuSigned by:
By: J. Duncan Findlay
DAB79CFE062645F...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: J. Duncan Findlay, Secretary
(Print Name and Title)

Date: 11/10/2022 | 11:00 AM PST

*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.