

Attachment J

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

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-13279 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-13279 with County on September 9, 2016 (hereinafter, "Agreement") to provide on-call civil engineering services for transportation projects located in Monterey County, Request for Qualifications (RFQ) #1601 (hereinafter, "services") through August 31, 2019 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$300,000; and

WHEREAS, On January 31, 2017, Omni-Means, Ltd. and CONTRACTOR entered into a "Stock Purchase Agreement" which assigned Omi-Means, Ltd.'s rights, duties, obligations, title and interest in the September 9, 2016 Agreement between Omni-Means, Ltd. and County to CONTRACTOR; and

WHEREAS, on April 5, 2019, an "Assignment and Assumption of Contract" with an effective date retroactive to January 31, 2017 was executed by Omni-Means, Ltd. and CONTRACTOR to authorize assignment of the September 9, 2016 Agreement from Omni-Means, Ltd. to CONTRACTOR pursuant to Section 15.06 Assignment and Subcontracting of said September 9, 2016 Agreement; and

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

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

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to August 31, 2020 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 September 1, 2016 to August 31, 2020 unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Section 8.02, "Indemnification for Design Professional Services Claims", under Paragraph 8, "Indemnification", to read as follows:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees,

subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

3. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*2688 and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us.

County of Monterey
Resource Management Agency (RMA) – 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 RMA Finance Division at (831) 755-4800 or by emailing to: RMA-Finance-AP-GP@co.monterey.ca.us.

4. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California 93901-4527.
5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. 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

GHD Inc., a California Corporation
Contractor's Business Name

Date: _____

By: Douglas J. Ries
(Signature of Chair, President or Vice President)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Its: DOUGLAS J. RIES
VICE-PRESIDENT
(Print Name and Title)

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 8/27/2019

Date: _____

By: J. Duncan Finlay
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Approved as to Fiscal Provisions

Its: J. DUNCAN FINLAY SECRETARY
(Print Name and Title)

By: _____
Auditor/Controller

Date: 28 AUG 2019

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

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.

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: [Signature]
Contracts/Purchasing Officer

GHD Inc., a California Corporation
Contractor's Business Name

Date: 9/9/19

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

DOUGLAS J. RIES
VICE-PRESIDENT
(Print Name and Title)

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

Date: 8/27/2019

By: [Signature]
Mary Grace Perry
Deputy County Counsel

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

Date: 8-30-19

J. DUNCAN FINOLLY, SECRETARY
(Print Name and Title)

Approved as to Fiscal Provisions

Date: 28 AUG 2019

By: [Signature]
Auditor/Controller

Date: 9-4-19

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

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.