

Attachment C



Monterey County Board of Supervisors

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Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor John M. Phillips to:

Agreement No.: A-15327 ; Amendment No.: 1

- a. Approve Amendment No. 1 to Professional Services Agreement No. A-15327, Multi-Year Agreement #3200*5732, with Wallace Group, a California Corporation to continue to provide on-call engineering reports to determine annual maintenance requirements and capital improvement needs for selected County Service Areas (CSAs) and on-call engineering services for a variety of infrastructure upgrade and repair projects for the CSAs and County Sanitation Districts (CSDs), Request for Proposals #10782, to increase the not-to-exceed amount by \$500,000 for a total amount not-to-exceed \$1,000,000 with no extension to the term from June 1, 2021 to May 31, 2024, with the option to extend the term for up to two (2) additional years; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 1 to Professional Services Agreement No. A-15327 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

PASSED AND ADOPTED on this 18th day of October 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew, and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 18, 2022.

Dated: October 24, 2022
File ID: A 22-536
Agenda Item No.: 42

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy

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

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-15327 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Wallace Group, a California Corporation (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-15327 with County on June 23, 2021 (hereinafter, “Agreement”) to provide engineering reports to determine annual maintenance requirements and capital improvement needs for selected County Service Areas (CSA) and on-call engineering services for variety of infrastructure upgrade and repair projects for the CSAs and County Sanitation Districts (CSDs) (hereinafter, “services”) through May 31, 2024, with the option to extend the Agreement for up to two (2) additional years, for an amount not to exceed \$500,000; and

WHEREAS, provisions of the Agreement require an update; and

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

WHEREAS, additional funding 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 update provisions and to increase the amount by \$500,000 for a total amount not to exceed \$1,000,000 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 \$1,000,000.

2. 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.

3. 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.

4. 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.

5. 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*5732), 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.

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. 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 Ruelas
4DFC1176E799451
Contracts/Purchasing Officer

Date: 10/25/2022 | 7:35 AM PDT

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

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

Date: 9/14/2022 | 4:44 PM PDT

Approved as to Fiscal Provisions

DocuSigned by:
By: Jennifer Forsyth
4E7E057875454AE
Auditor/Controller

Date: 9/15/2022 | 8:56 AM PDT

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*

Wallace Group, a California Corporation
Contractor's Business Name

DocuSigned by:
By: Bradford R. Brechwald
C9764DF788DB47D
(Signature of Chair, President or Vice President)

Its: Bradford R. Brechwald, President & CEO
(Print Name and Title)

Date: 9/13/2022 | 4:56 PM PDT

DocuSigned by:
By: Tom Zehnder
2AF4FC4B66364C2
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Thomas K. Zehnder, CFO
(Print Name and Title)

Date: 9/13/2022 | 4:59 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.