

Attachment D

This page intentionally left blank.

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EARTH SYSTEMS PACIFIC**

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-13430 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Earth Systems Pacific (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-13430 with County on February 2, 2017 (hereinafter, "Agreement") to provide on-call geotechnical engineering services (hereinafter, "services") for projects located in Monterey County through January 23, 2020 with an option to extend the Agreement for two (2) additional one (1) year periods for an amount not to exceed \$300,000; and

WHEREAS, Agreement was amended by the Parties on January 16, 2020 (hereinafter, "Amendment No. 1") to update the indemnification provision and to extend the term for one (1) additional year through January 23, 2021 with no increase in the not to exceed amount; and

WHEREAS, County has a continued need for services; and

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

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$100,000 for a total amount not to exceed \$400,000 and to extend the term for one (1) additional year to January 23, 2022 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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 \$400,000.

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

The term of this Agreement is from January 24, 2017 to January 23, 2022, unless sooner terminated pursuant to the terms of this Agreement.

3. 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 3000*2980), services (*On-Call Geotechnical Engineering Services (RFQ #1701)*), and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP@co.monterey.ca.us:

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

Any questions pertaining to invoices under this Agreement should be directed to the PWF&P Finance at (831) 755-4800 or via email to: RMA-Finance-AP@co.monterey.ca.us.

4. In all places within the Agreement, any reference to Resource Management Agency is hereby replaced with Department of Public Works, Facilities, & Parks.
5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 2 and the previous 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. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 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

Earth Systems Pacific

Contractor's Business Name

Date:

By:

DocuSigned by:
Nathan Stoores

(Signature of Chair, President or Vice President)

Approved as to Form

Office of the County Counsel-Risk Manager

Leslie J. Girard, County Counsel-Risk Manager

Its:

Nathan Stoores, Sr. Vice President

(Print Name and Title)

By:

DocuSigned by:
Mary Grace Perry

C83342707AC641A1 Mary Grace Perry
Deputy County Counsel

Date:

12/16/2020

Date:

12/17/2020

By:

DocuSigned by:
Jerol Brown

278145FC0AB454B (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its:

Jerol Brown, CFO

(Print Name and Title)

Approved as to Fiscal Provisions

By:

DocuSigned by:
Gary Giboney

D3834BFEC1D8446A Auditor/Controller

Date:

12/16/2020

Date:

12/17/2020

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel-Risk Manager

By:

Leslie J. Girard
County Counsel-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.

This page intentionally left blank.