



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to:

Agreement No. A-12577, Amendment No. 7

- a. Approve Amendment No. 7 to Professional Services Agreement No. A-12577, Multi-Year Agreement #3000*267, with Wallace Group to continue to provide services associated with on-call County Service Area (CSA)/County Sanitation District (CSD) engineering services, Request for Qualifications #10249, to increase the not-to-exceed amount by \$75,000 for a total amount not to exceed of \$275,000 and extend the expiration date from January 25, 2020 for approximately twelve (12) additional months through December 31, 2020, for a revised term from January 25, 2012 to December 31, 2020; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 7 to Professional Services Agreement No. A-12577.

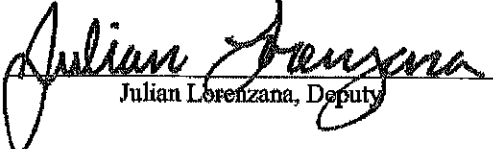
PASSED AND ADOPTED on this 10th day of December 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Phillips, Parker and Adams
NOES: None
ABSENT: None

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 December 10, 2019.

Dated: December 17, 2019
File ID: A 19-421
Agenda Item No.: 85

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


Julian Lorenzana, Deputy

**AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WALLACE GROUP, A CALIFORNIA CORPORATION**

THIS AMENDMENT NO. 7 to Professional Services Agreement No. A-12577 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-12577 with County on February 1, 2012 (hereinafter, "Agreement") to provide on-call County Service Area (CSA)/County Sanitation District (CSD) engineering services (hereinafter, "services") through January 25, 2014 for an amount not to exceed \$100,000; and

WHEREAS, Agreement was amended by the Parties on October 7, 2013 (hereinafter, "Amendment No. 1", including Exhibit B-1 – Federal Provisions) to replace Exhibit B – Federal Provisions, to extend the term for one (1) additional year through January 25, 2015 and to increase the amount by \$100,000 which resulted in a total not to exceed amount of \$200,000; and

WHEREAS, Agreement was amended by the Parties on September 8, 2014 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through January 25, 2016 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on October 30, 2015 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through January 25, 2017 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on January 30, 2017 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through January 25, 2018 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on November 20, 2017 (hereinafter, "Amendment No. 5") to extend the term for one (1) additional year through January 25, 2019 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on January 31, 2019 (hereinafter, "Amendment No. 6") to extend the term for one (1) additional year through January 25, 2020 with no increase in the not to exceed amount; and

WHEREAS, the County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10249; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide services while County staff prepare and process a new RFQ; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for approximately twelve (12) additional months to December 31, 2020 and to increase the amount by \$75,000 for a total amount not to exceed \$275,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 7.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the second sentence of Paragraph 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 \$275,000.

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

The term of this Agreement is from January 25, 2012 to December 31, 2020, unless sooner terminated pursuant to the terms of this Agreement.

3. 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.

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 7 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 7 are incorporated into the Agreement and this Amendment No. 7.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 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

Wallace Group, a California Corporation
Contractor's Business Name

Date: _____

By: David Beckel
(Signature of Chair, President or Vice President)

Its: Bradford R. Brechwald, President, PE 41819
(Print Name and Title)

Date: November 11, 2019

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

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)

By: _____
Mary Grace Perry
Deputy County Counsel

Its: Thomas K. Zehnder, CFO, PE 72702
(Print Name and Title)

Date: _____

Date: November 11, 2019

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

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


By: _____
Risk Management

Date: _____

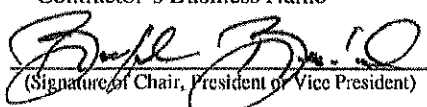
*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), 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. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

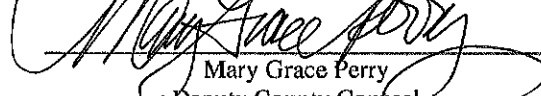
By: 
Contracts/Purchasing Officer
Date: 20 December 2019


CONTRACTOR*

Wallace Group, a California Corporation
Contractor's Business Name
By: 
(Signature of Chair, President or Vice President)
Its: Bradford R. Brechwald, President
(Print Name and Title) PE 41819

Date: November 11, 2019

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


By: 
Mary Grace Perry
Deputy County Counsel
Date: 11-14-2019

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

Its: Thomas K. Zehnder, CFO, PE 72702
(Print Name and Title)

Date: November 11, 2019

Approved as to Fiscal Provisions

By: 
Auditor/Controller
Date: 11-18-19

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

By: _____
Risk Management
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.