

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VALI COOPER & ASSOCIATES, A TRC COMPANY**

THIS AMENDMENT NO. 4 to Professional Services Agreement No. A-14465 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Vali Cooper & Associates, a TRC Company (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, County entered into Professional Services Agreement No. A-14465 with Vali Cooper & Associates, a TRC Company on July 29, 2019 (hereinafter, “Agreement”) to provide on-call construction management services (hereinafter, “services”) for various construction projects located in Monterey County per Request for Qualifications (RFQ) #10709 through July 15, 2022, with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$750,000; and

WHEREAS, the Agreement was amended by the Parties on July 20, 2022 (hereinafter, “Amendment No. 1”) to update the provisions, to extend the term for one (1) additional year through July 15, 2023 and to increase the amount by \$1,500,000 which resulted in a total not to exceed amount of \$2,250,000; and

WHEREAS, Agreement was amended by the Parties on July 12, 2023 (hereinafter, “Amendment No. 2”) to extend the term for one (1) additional year through July 15, 2024 and to increase the amount by \$750,000 which resulted in a total not to exceed amount of \$3,000,000; and

WHEREAS, Agreement was amended by the Parties on June 6, 2024 (hereinafter, “Amendment No. 3”) to update the provisions and to extend the term for approximately four (4) additional months through October 31, 2024 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 for Agreements per RFQ #10709; and

WHEREAS, the provisions of the Agreement require an update; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County and to allow County staff to prepare and process a new RFQ for these services; and

WHEREAS, the Parties wish to amend the Agreement to update the provisions and to extend the term for six (6) additional months to April 30, 2025 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. 4.

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 July 16, 2019 to April 30, 2025, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Paragraph 6, “Payment Conditions” to read as follows:

6.01 Prices/changes shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for price/rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05. CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement. If reimbursement for mileage expenses is set forth in this Agreement in Exhibit A – Scope of Services/Payment Provisions, then the Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel. If reimbursement for travel expenses is set forth

in this Agreement in Exhibit A – Scope of Services/Payment Provisions, then the Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for travel expenses as set forth in the applicable U.S. General Services Administration (US GSA) Per Diem Rates for the Primary Destination at the time of travel.

3. Amend the third paragraph of Section 9.03, “Insurance Coverage Requirements”, of Paragraph 9.0, “Insurance”, to read as follows:

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 4 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. 4 are incorporated into the Agreement and this Amendment No. 4.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

Debra R. Wilson, Contracts/Purchasing Officer

By: Debra Wilson
7B741937AA0D41B...

Its: C&POfficer
(Print Name and Title)

Date: 10/22/2024 | 8:48 AM PDT

CONTRACTOR*

Vali Cooper & Associates, a TRC Company

By: Michael Couacaud
FDCC8558BE1D4EF...

Its: Michael Couacaud, Vice President
(Print Name and Title)

Date: 10/10/2024 | 6:24 AM PDT

**Approved as to Form
Office of the County Counsel
Susan K. Blicht, County Counsel**

By: Michael J. Whilden
2C6F38174D4990D...

Michael J. Whilden
Deputy County Counsel

Date: 10/21/2024 | 2:42 PM PDT

Signed by:
By: Grant Ratkovic
0FC241EA8EED4E8...

Its: Grant Ratkovic, Assistant Secretary
(Print Name and Title)

Date: 10/14/2024 | 8:20 AM PDT

**Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller**

By: Patricia Ruiz
E79EF64E57454F6...

Its: Auditor Controller Analyst I
(Print Name and Title)

Date: 10/22/2024 | 7:49 AM PDT

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Susan K. Blicht, County Counsel**

By: _____
David Bolton
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