

# Attachment C

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**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
GHD INC., A CALIFORNIA CORPORATION**

**THIS AMENDMENT NO. 2** 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., 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-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**, Agreement was amended by the Parties on September 9, 2019 (hereinafter, “Amendment No. 1”) to update the Indemnification for Design Professional Services Claims and to extend the term for one (1) additional year through August 31, 2020 with no increase in the not to exceed amount; and

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

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

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to August 31, 2021 and to increase the amount by \$500,000 for a total not to exceed \$800,000 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 Paragraph 2 “Payments by County”, to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$800,000.

2. 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, 2021 unless sooner terminated pursuant to the terms of this Agreement.
3. In all places within the Agreement, any reference to County’s email address of [RMA-Finance-AP-GP@co.monterey.ca.us](mailto:RMA-Finance-AP-GP@co.monterey.ca.us) for invoicing, is hereby replaced with [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us).
4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. 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.
6. 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

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

Date: \_\_\_\_\_

By: <sup>DocuSigned by:</sup>  
Douglas J Ries  
1C41C17213C44FD  
(Signature of Chair, President or Vice President)

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

Its: Douglas J. Ries, Vice President  
(Print Name and Title)

By: <sup>DocuSigned by:</sup>  
Mary Grace Perry  
C83342707AC641A... Mary Grace Perry  
Deputy County Counsel

Date: 7/6/2020

Date: 7/15/2020

By: <sup>DocuSigned by:</sup>  
Duncan Findlay  
9AB79CFE0626454  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: Duncan Findlay, Secretary  
(Print Name and Title)

**Approved as to Fiscal Provisions**

By: <sup>DocuSigned by:</sup>  
Gary Giboney  
D3834BFEC1D8449... Auditor/Controller

Date: 7/6/2020

Date: 7/15/2020

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

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