



Monterey County

Board Order

File ID A 15-144 No. 50

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JUL 28 2015

Resource Management Agency

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-12755

Upon motion of Supervisor Potter, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Approve Amendment No. 3 to Professional Services Agreement MYA#3000*364 with GC Environmental, Inc. to continue to provide on-call landfill monitoring services (RFQ#10249), in the amount of \$100,000 for a total amount not to exceed \$200,000, for a term to March 21, 2016, with the option to extend the Agreement for one (1) additional one (1) year period, in accordance with the terms and conditions of the Agreement; and
- b. Authorize the Contracts/Purchasing Officer to execute Amendment No. 3 to Professional Services Agreement with GC Environmental, Inc. and future amendments to said Agreement where the amendment does not significantly alter the scope of work or change the approved Agreement amount.

PASSED AND ADOPTED on this 16th day of June 2015, by the following vote, to wit:

AYES: Supervisors Phillips, Salinas, Parker and Potter

NOES: None

ABSENT: Supervisor Armenta

I, Gail T. Borkowski, 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 78 for the meeting on June 16, 2015.

Dated: July 1, 2015
File ID: A 15-144

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
GC ENVIRONMENTAL, INC.**

THIS AMENDMENT NO. 3 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and GC Environmental, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on April 19, 2012 for on-call landfill monitoring services (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on February 18, 2014, (hereinafter, "Amendment No. 1"), and March 11, 2015, (hereinafter, "Amendment No. 2"); and

WHEREAS, the County has a continued need for on-call landfill monitoring services; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$100,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

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 \$200,000.
2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
4. The recitals to this Amendment No. 3 are incorporated into the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: *Mike Nelson*
Contracts/Purchasing Officer

Date: 8/3/2015

**Approved as to Form and Legality
Office of the County Counsel**

By: *May Grace Perry*
Deputy County Counsel

Date: 4-27-2015

Approved as to Fiscal Provisions

By: *[Signature]*
Auditor/Controller

Date: 4/28/15

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

CONTRACTOR*

GC Environmental, Inc.
Contractor's Business Name

By: *[Signature]*
(Signature of Chair, President or Vice President)

Its: Dean R. Stanphill, President
(Print Name and Title)

Date: 4-21-15

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

Its: Farid Khan, CFO
(Print Name and Title)

Date: 4/22/15