

**AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ES ENGINEERING SERVICES, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

THIS AMENDMENT NO. 7 to Professional Services Agreement No. A-12755 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and ES Engineering Services, LLC, a Delaware limited liability company (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, County entered into Professional Services Agreement No. A-12755 with GC Environmental, Inc. on April 19, 2012 (hereinafter referred to as "Agreement" or "April 19, 2012 Agreement") to provide on-call landfill monitoring services (Request for Qualifications (RFQ) #10249) (hereinafter, "services") through March 21, 2014 for an amount not to exceed \$100,000; and

WHEREAS, Agreement was amended by the Parties on February 18, 2014 (hereinafter, "Amendment No. 1", including Exhibit B-1 – Federal Provisions) to extend the term for one (1) additional year through March 21, 2015 and to revise Exhibit B – Federal Provisions with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 11, 2015 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through March 21, 2016 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on August 3, 2015 (hereinafter, "Amendment No. 3") to increase the amount by \$100,000 which resulted in a not to exceed amount of \$200,000 with no extension to the term of said Agreement; and

WHEREAS, on December 29, 2015, GC Environmental, Inc. and its Shareholders and CONTRACTOR and Montrose Environmental Group, Inc. (CONTRACTOR's Parent) entered into an "Asset Purchase Agreement" which transferred GC Environmental, Inc.'s right, title and interest in the April 19, 2012 Agreement between GC Environmental, Inc. and County to CONTRACTOR; and

WHEREAS, on December 31, 2015, GC Environmental, Inc. executed a "Bill of Sale and Assignment" and an "Assignment and Assumption Agreement" transferring certain of its assets and properties related to or used in connection with the Business pursuant to that certain "Asset Purchase Agreement" dated as of December 29, 2015, to CONTRACTOR; and

WHEREAS, an "Agreement and Consent to Assignment of Agreement" with an effective date retroactive to December 31, 2015 was executed by the Parties, including GC Environmental, Inc. on March 31, 2016 to authorize the assignment of the April 19, 2012 Agreement from GC Environmental, Inc. to CONTRACTOR pursuant to Section 15.06 Assignment and Subcontracting of said April 19, 2012 Agreement; and

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Term: March 21, 2012 – March 21, 2020
Not to Exceed: \$500,000.00

WHEREAS, Agreement was amended by the Parties on March 31, 2016 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through March 21, 2017 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on March 23, 2017 (hereinafter, "Amendment No. 5") to extend the term for one (1) additional year through March 21, 2018 and to increase the amount by \$300,000 which resulted in a total not to exceed amount of \$500,000; and

WHEREAS, Agreement was amended by the Parties on April 24, 2018 (hereinafter, "Amendment No. 6", including Exhibit A-1 – Revised Fee Schedule) to update the Fee Schedule, effective April 24, 2018, and to extend the term for one (1) additional year through March 21, 2019 with no increase in the not to exceed amount; and

WHEREAS, CONTRACTOR provides highly specialized services related to immediate and ongoing public health and safety needs of the County and loss of these services would pose a risk to public health and safety; and

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

WHEREAS, additional time is necessary to allow County staff to prepare and process a new RFQ; and

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

WHEREAS, the Parties wish to further amend the Agreement to update the indemnification provisions of the Agreement and to extend the term for one (1) additional year to March 21, 2020 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. 7.

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 March 21, 2012 to March 21, 2020, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Section 8.2, "Indemnification for Design Professional Services Claims", of 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 the 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

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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.

3. Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*364, Project Name and associated Purchase Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us.

County of Monterey
Resource Management Agency (RMA) - Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

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

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
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.

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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: _____

3-28-19

Approved as to Form and Legality

Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Mary Grace Perry
Deputy County Counsel

Date: _____

3-6-19

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

3-7-19

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel-Risk Management
Charles J. McKee, 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) managing members. 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.

CONTRACTOR*

ES Engineering Services, LLC,
a Delaware Limited Liability Company

Contractor's Business Name

By: _____

(Signature of Chair, President or Vice President)

Its: _____

Vijay Manthripragada, President
(Print Name and Title)

Date: _____

2/26/19

By: _____

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

Its: _____

Nasym Afsari, Secretary
(Print Name and Title)

Date: _____

2/26/19

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