

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT (PSA)
BETWEEN
THE COUNTY OF SANTA CLARA AND
GHD Inc.
FOR
COMPREHENSIVE ENGINEERING CONSULTANT SERVICES**

This Second Amendment is entered into by and between the County of Santa Clara, a political subdivision of the State of California ("County"), and GHD Inc. ("Consultant"), a California corporation with its principal place of business located at 655 Montgomery Street Suite 1010, San Francisco, CA 94111, and amends the Professional Services Agreement ("PSA") entered into by and between the Parties on September 23, 2014, as amended on July 21, 2016 for comprehensive engineering consultant services. County and Consultant are each a "Party" and collectively "Parties" to this Second Amendment.

RECITALS

WHEREAS, the PSA will expire on September 22, 2019;

WHEREAS, the Parties are each in good standing and have benefited from the PSA and wish to extend the term of the PSA to continue performing and receiving the services specified therein; and

WHEREAS, the Parties mutually desire to amend the term of the PSA for an additional 24 months.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CONSULTANT agree to the foregoing and as follows:

1. **SECTION 2.03** of the PSA is replaced with the following language:

2.03 Term

This PSA is effective on 9/23/2014, and shall remain in effect until 9/22/2021 ("Term"), unless earlier terminated under Section 12 of this PSA. All services performed under the applicable Statements of Work must be completed within the term of this PSA.

2. **DEFINITIONS.** Capitalized terms used under this Second Amendment without definition shall have the same meaning ascribed to such terms in the PSA, as previously amended.

3. **ENTIRE AGREEMENT; AMENDMENT.** Except as modified by this Second Amendment, all terms, conditions, and stipulations of the PSA as previously amended remain in full force and effect. The PSA as amended, constitutes the full and complete agreement and understanding by and between Parties relative to the subject matter of the PSA and supersedes all prior communications, representations and understanding or agreements, if any, whether oral or written, concerning the same subject matter and may not be modified or amended in whole or in part, except by a written instrument



executed by all Parties hereto. Any prior or contemporaneous oral or written representations relating to the same subject matter is hereby revoked and extinguished by the amended PSA.

4. **COUNTERPARTS; ELECTRONIC/DIGITAL SIGNATURES.** This Amendment may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the Parties have fully executed the Amendment. Unless otherwise prohibited by law or County policy, and provided all Parties have first executed this Amendment, the Parties agree and intend that an electronic copy of this Amendment or an electronically signed Amendment, has the same force and legal effect as if this Amendment had been executed with an original ink signature. The term “electronic copy of this signed Amendment” refers to a transmission of a copy of an original ink-signed Amendment by facsimile, electronic mail (email), or other electronic or digital means in a portable document format. The term “electronically signed Amendment” means an Amendment that is fully executed by all Parties each applying an electronic signature. An “electronic signature” means an electronic or digital sound, symbol, or process attached to or logically associated with an electronic or digital record (e.g., DocuSign) and executed or adopted by a person with the intent to sign the electronic record. The Parties each represent, warrant and agree that the signatures, whether an ink-signed original or electronically signed Amendment, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective agreement when so executed by all the Parties.
5. **CONSTRUCTION.** This Amendment shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

SIGNATURES ON FOLLOWING PAGE

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IN WITNESS WHEREOF, the Parties hereby execute this Second Amendment to be executed effective as of the last date signed by all Parties below ("Effective Date").

CONSULTANT: GHD INC.



ANTHONY A. PETROCCITTO
Project Director

June 27, 2019
Date

OWNER: COUNTY OF SANTA CLARA

S. JOSEPH SIMITIAN, President
Board of Supervisors

Date


Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST

TIFFANY LENNEAR
Assistant Clerk of the Board of Supervisors

Date

APPROVED AS TO FORM AND LEGALITY:



Tony LoPresti
Deputy County Counsel