

**SECOND AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 27350**

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**THIS SECOND AMENDMENT** ("Amendment") to Tulare County Agreement Number 27350 (the "Agreement") is entered into by and between the **COUNTY OF TULARE** ("COUNTY") and **GHD, Inc.** ("CONTRACTOR") as of \_\_\_\_\_, with reference to the following:

- A. The COUNTY and Omni-Means, Ltd., entered into the Agreement on September 15, 2015, for the purpose of providing Professional Engineering services for the Avenue 280 Widening Project; and
- B. COUNTY and Omni-Means, Ltd., have previously entered into amendments to the Agreement on October 25, 2016 to add services to the scope of work; and
- C. In 2017, GHD Inc. and Omni-Means, Ltd. have completed integration of their operating platforms, with Omni Means officially adopting the GHD name and brand; and
- D. Contractor is willing and able to assume all of the responsibilities of Omni-Means, Ltd., under Tulare County Agreement No. 27350 and Amendment 27350-A; and
- E. COUNTY and CONTRACTOR also wish to amend the Agreement to extend the term.

**ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:**

- 1. Section CONSULTANT agrees to assume all of the responsibilities of Omni-Means, Ltd., under Tulare County Agreement No. 27350 and Amendment 27350-A.
- 2. Section 2, TIME FOR PERFORMANCE/TERM: the provision in Article 2, "TIME FOR PERFORMANCE/TERM" of Tulare County Agreement NO. 27350 is hereby amended to read as follows:

Time is of the essence in this Agreement. This agreement shall terminate on December 31, 2019. Mutually acceptable changes in the scope, character, or complexity of the work if such changes become desirable or necessary as the work progresses will be accommodated by a supplemental agreement. An appropriate extension of time may be made in the form of a supplemental agreement in case of unavoidable delays. Corresponding warranted adjustments in payment will be made upon the incorporated rate schedule. Consultant is advised that any recommendation for contract award is not binding on County until the contract is fully executed and approved by County.

- 3. This SECOND Amendment becomes effective as of \_\_\_\_\_.

- 4. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**GHD, Inc.**

Date 5/6/2019

By



Print Name DOUGLAS J RIES

Title PRINCIPAL / VICE-PRESIDENT

Date 5/6/2019

By



Print Name KAMESH VEDULA

Title PRINCIPAL / VICE - PRESIDENT

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE**

Date \_\_\_\_\_


By \_\_\_\_\_

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form:  
County Counsel

By  5/8/19  
Deputy

Matter # 2019847