

MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director



LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS

1441 Schilling Place, South 2nd Floor

Salinas, California 93901-4527

(831)755-4800

www.co.monterey.ca.us/rma

MEMORANDUM

Date: May 28, 2020

To: Clerk of the Board of Supervisors

From: Dalia M. Mariscal-Martinez *DMM*
Management Analyst III

Subject: AMENDMENT NO. 2 TO AGREEMENT NO. A-13904 BETWEEN WESTON MILES ARCHITECTS, INC. AND THE COUNTY OF MONTEREY FOR ON-CALL SERVICES OVER \$100,000 FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR VARIOUS PROJECTS IN MONTEREY COUNTY (RFQ #10456)

Please find attached and for your records, a fully executed original of Amendment No. 2 to Agreement No. A-13904 between Weston Miles Architects, Inc. and the County of Monterey for the above referenced services.

If you have any questions, please contact Marcela Ramirez at Ext. #5892. Thank you.

DMM/mr

Attachments: Executed Amendment No. 2 to Agreement – *1 Original*
Board Order for Agreement, Passed and Adopted on 05/22/18 – *1 Copy for Reference*



Monterey County Board of Supervisors

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

Board Order

Agreement Nos.: A-13903 & A-13904

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

- a. Approved Agreements with Belli Architectural Group, Inc. (A-13903) and Weston Miles Architects, Inc. (A-13904) to provide on-call services over \$100,000 for architectural and engineering design services for various projects located in Monterey County, California, Request for Qualifications #10456, in a total amount not to exceed \$2,500,000 for each Agreement and for a term commencing with the signing of each Agreement to May 20, 2019;
- b. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute each Agreement; and
- c. Authorized the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments to each Agreement to extend the term beyond the original term authorized in Request for Qualifications #10456 where the amendments do not significantly alter the scope of work or change the approved amount of each Agreement.

PASSED AND ADOPTED on this 22nd day of May 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES: None

ABSENT: None

I, Nicholas E. Chiulos, Acting 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 81 for the meeting May 22, 2018.

Dated: May 23, 2018
File ID: A 18-159

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Harnesch
Deputy

**AMENDMENT NO. 2
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WESTON MILES ARCHITECTS, INC.**

THIS AMENDMENT NO. 2 to Agreement No. A-13904 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Weston Miles Architects, Inc. (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 Agreement No. A-13904 with County on May 28, 2018 (hereinafter, "Agreement") to provide on-call services over \$100,000 for architectural and engineering design services for various projects located in Monterey County (hereinafter, "services") through May 20, 2019 for an amount not to exceed \$2,500,000; and

WHEREAS, Agreement was amended by the Parties on April 23, 2019 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through May 20, 2020 with no increase in the not to exceed amount; and

WHEREAS, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed for Agreements per Request for Qualifications (RFQ) #10456; and

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

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to May 20, 2021 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. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

The term shall commence with the signing of the AGREEMENT, May 28, 2018, through and including May 20, 2021.

2. Replace the County's email address in Paragraph 5.1 of Section 5.0, "Invoices and Purchase Orders", with the following:

RMA-Finance-AP@co.monterey.ca.us

3. Amend County information in Paragraph 21.2 of Section 21.0, "Notices", to read as follows:

TO COUNTY:

Florence Kabwasa-Green

Project Manager III

County of Monterey, Resource Management Agency – Public Works, Parks and Facilities

1441 Schilling Place, South 2nd Floor

Salinas, California 93901-4527

Phone: (831) 755-4805

Fax: (831) 755-4958

Email: kabwasa-greenfa@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

Weston Miles Architects, Inc.
Contractor's Business Name

Date: _____

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

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

Its: LESLIE L. MILES, President
(Print Name and Title)

By: _____
Mary Grace Perry
Deputy County Counsel

Date: 4/2/20

Date: _____

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

Approved as to Fiscal Provisions

Its: Charles D. Weston Secretary
(Print Name and Title)

By: _____
Auditor/Controller

Date: Apr. 3, 2020

Date: _____

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.

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: [Signature]
Contracts/Purchasing Officer

Weston Miles Architects, Inc.
Contractor's Business Name

Date: 5/12/2020

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

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

Its: Lesley L. Miles President
(Print Name and Title)

By: Mary grace perry /s/
Mary Grace Perry
Deputy County Counsel

Date: 4/8/20

Date: May 2, 2020

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

Approved as to Fiscal Provisions

Its: Charles D. Westal, Secretary
(Print Name and Title)

By: [Signature]
Auditor/Controller

Date: April 8, 2020

Date: 5/5/2020

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - b. This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

 - a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS SCHEDULED ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY

Schedule

Name of Person(s) or Organization(s):

County of Monterey, its agents, officers, and employees

1. **SECTION II C. Who Is An Insured** is amended to include as an additional insured the person or organization shown in the schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - b. In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply to the rendering of or failure to render any "professional services".
 - b. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a
- primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
 - a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K.2 Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

