

**AMENDMENT NO. 3
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
KASAVAN ARCHITECTS, INC.**

THIS AMENDMENT NO. 3 to Agreement No. A-12665 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Kasavan 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-12665 with County on April 25, 2014 (hereinafter, "Agreement") to provide on-call services under \$100,000 for architectural and engineering design services for various correctional projects located in Monterey County (hereinafter, "services") through April 25, 2017 for an amount not to exceed \$100,000; and

WHEREAS, Agreement was amended by the Parties on March 29, 2017 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through April 25, 2018 and to increase the amount by \$100,000 which resulted in a total not to exceed amount of \$200,000; and

WHEREAS, Agreement was amended by the Parties on April 19, 2018 (hereinafter, "Amendment No. 2", including Attachment K-1, Revised Fee Schedule) to update the provisions of the Agreement, to update the Fee Schedule effective April 26, 2018, to extend the term for one (1) additional year through April 25, 2019, and to increase the amount by \$100,000 which resulted in a total not to exceed amount of \$300,000; and

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

WHEREAS, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10457; 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 update the provisions of the Agreement and to extend the term for one (1) additional year to April 25, 2019 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. 3.

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, April 25, 2014, through and including April 25, 2020.

2. Amend Paragraph 5.1 of Section 5.0, "Invoices and Purchase Orders", to read as follows:

Invoices under this AGREEMENT shall be submitted monthly and promptly, and in accordance with Paragraph 4.0, "Compensation and Payments", of the AGREEMENT. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*1216, Project Name and associated Delivery 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.

3. Amend Paragraph 6.2, "Indemnification for Design Professional Services Claims", of Section 6.0, "Design Professional 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 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 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 (1) 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.

4. Amend Paragraph 7.3.2 of Section 7.0, "Insurance Requirements", to read as follows:

Business automobile liability insurance, covering all motor vehicles, including leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

TO COUNTY:

Karina Bokanovich

Management Analyst I

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

1441 Schilling Place, South 2nd Floor

Salinas, California 93901-4527

Phone: (831) 796-3009

Fax: (831) 755-4958

Email: bokanovichkt@co.monterey.ca.us

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 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

Kasavan Architects, Inc.
Contractor's Business Name

Date: _____

By: _____
(Signature of Chair, President or Vice President)

Its: Peter Kasavan, President
(Print Name and Title)

Date: March 18, 2019

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

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

Its: Peter Kasavan, Secretary
(Print Name and Title)

Date: March 19, 2019

By: _____
Mary Grace Perry
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____
Risk Management

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. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 3-25-19

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 3-21-19

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 3-22-19

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____
Risk Management

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.

CONTRACTOR*

Kasavan Architects, Inc.
Contractor's Business Name

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

Its: Peter Kasavan, President
(Print Name and Title)

Date: March 18, 2019

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

Its: Peter Kasavan, Secretary
(Print Name and Title)

Date: March 18, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Angela N. Borg	
	PHONE (A/C, No, Ext): 510-465-3090	FAX (A/C, No): 510-452-2193
E-MAIL ADDRESS: aborg@dealeyrenton.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Associated Indemnity Corp.		21865
INSURER B : Hartford Ins. Co of Midwest		37478
INSURER C : Liberty Insurance Underwriters, Inc.		19917
INSURER D :		
INSURER E :		
INSURER F :		

INSURED Kasavan Architects, Inc. 60 W Market St Suite 300 Salinas CA 93901	KASAVARCH
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COVERAGES CERTIFICATE NUMBER: 910304265 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	AZC80923957	10/27/2018	10/27/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	AZC80923957	10/27/2018	10/27/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AZC80923957	10/27/2018	10/27/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WEGGI0142	12/20/2018	12/20/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			AEX1967800115	10/21/2018	10/21/2019	\$1,000,000 \$2,000,000 per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All Operations of the Named Insured.

County of Monterey, its agents, officers and employees are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording.

CERTIFICATE HOLDER County of Monterey Resource Management Agency 1441 Schilling Place, South 2nd Floor Salinas CA 93906-3195	CANCELLATION 30 Day Notice of Cancellation SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Angela Borg</i>

Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93

Policy Amendment Section II

Insured: Kasavan Architects, Inc.

Policy Number: AZC80923957

Producer: Dealey, Renton & Associates
P. O. Box 12675
Oakland CA 94604-2675

Effective Date: 10/27/2018

Schedule

Name of Person(s) or Organization(s)

All Operations of the Named Insured.

County of Monterey, its agents, officers and employees

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

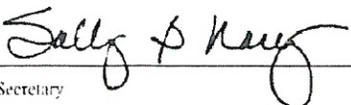
The following is added to Part I - WHO IS AN INSURED in the Business Liability Section of this policy

arising out of **your work** for that insured by or for you.

5. The person or organization shown in the Schedule is also an insured, but only with respect to liability

All other terms and conditions of the policy apply.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy


Secretary


President

EXCERPTS FROM: Fireman's Fund **ABC MULTICOVER – AB 91 89 08 07**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: AMERICAN BUSINESS COVERAGE

2. **Blanket Additional Insured**

Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

- f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
 - (1) Coverage is limited to their liability arising out of:
 - (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
 - (b) your ongoing operations performed for that insured; or
 - (c) that insured's financial control of you; or
 - (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. **Blanket Waiver of Subrogation**

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

- 6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
 - b. If required by a written insured contract, we **waive** any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

19. **Common Policy Conditions** (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:

- 2. Coverage C – Liability

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

 - a. **The insurance provided under this policy is primary** if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. **Any other insurance available to that person or organization is excess and noncontributory with this insurance.**

EXCERPT FROM: **PROPERTY/LIABILITY POLICY -- AB 90 00 12 93**

II. K. 5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.