

**AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WALLACE GROUP, A CALIFORNIA CORPORATION**

THIS AMENDMENT NO. 7 to Professional Services Agreement No. A-12577 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Wallace Group, a California Corporation (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 Professional Services Agreement No. A-12577 with County on February 1, 2012 (hereinafter, "Agreement") to provide on-call County Service Area (CSA)/County Sanitation District (CSD) engineering services (hereinafter, "services") through January 25, 2014 for an amount not to exceed \$100,000; and

WHEREAS, Agreement was amended by the Parties on October 7, 2013 (hereinafter, "Amendment No. 1", including Exhibit B-1 – Federal Provisions) to replace Exhibit B – Federal Provisions, to extend the term for one (1) additional year through January 25, 2015 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 September 8, 2014 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through January 25, 2016 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on October 30, 2015 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through January 25, 2017 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on January 30, 2017 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through January 25, 2018 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on November 20, 2017 (hereinafter, "Amendment No. 5") to extend the term for one (1) additional year through January 25, 2019 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on January 31, 2019 (hereinafter, "Amendment No. 6") to extend the term for one (1) additional year through January 25, 2020 with no increase in the not to exceed amount; and

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

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

WHEREAS, the Parties wish to further amend the Agreement to extend the term for approximately twelve (12) additional months to December 31, 2020 and to increase the amount by \$75,000 for a total amount not to exceed \$275,000 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 second sentence of Paragraph 2, "Payments by County", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$275,000.

2. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from January 25, 2012 to December 31, 2020, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 8.02, "Indemnification for Design Professional Services Claims", under 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 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 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. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
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.

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: _____

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

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
Leslie J. Girard, 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.

Page 4 of 4

Amendment No. 7 to Professional Services Agreement No. A-12577

Wallace Group, a California Corporation

On-Call CSA/CSD Engineering Services (RFQ #10249)

RMA – Public Works, Parks and Facilities

Term: January 25, 2012 – December 31, 2020

Not to Exceed: \$275,000.00

CONTRACTOR*

Wallace Group, a California Corporation

Contractor's Business Name

By: _____


(Signature of Chair, President or Vice President)

Its: Bradford R. Brechwald, President
(Print Name and Title) PE 41819

Date: November 11, 2019

By: _____


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

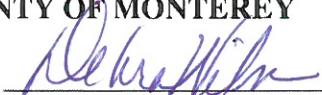
Its: Thomas K. Zehnder, CFO, PE 72702
(Print Name and Title)

Date: November 11, 2019

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:

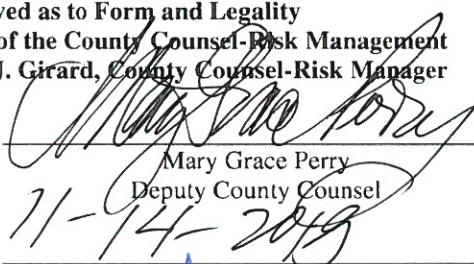


30 October 2019

Approved as to Form and Legality

Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel-Risk Manager

By:



Mary Grace Perry
Deputy County Counsel

Date:



11-9-19 2019

Approved as to Fiscal Provisions

By:



Auditor/Controller

Date:

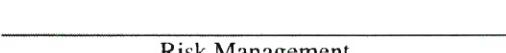


11-18-19

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel-Risk Management
Leslie J. Girard, 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.

Page 4 of 4

Amendment No. 7 to Professional Services Agreement No. A-12577

Wallace Group, a California Corporation

On-Call CSA/CSD Engineering Services (RFQ #10249)

RMA – Public Works, Parks and Facilities

Term: January 25, 2012 – December 31, 2020

Not to Exceed: \$275,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2019

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		CONTACT NAME: PHONE (A/C No. Ext): 510-465-3090 (A/C No): 510-452-2193	
Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 License #0020739		E-MAIL ADDRESS: Certificates@Dealeyrenton.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Continental Casualty Company	
		INSURER B: Travelers Casualty & Surety Co. America	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
		NAIC #	
		20443	
INSURED		WALLAGROU	
Wallace Group, a California Corporation 612 Clarion Court San Luis Obispo, CA 93401 (805) 544-4011		INSURER A: Continental Casualty Company	
		INSURER B: Travelers Casualty & Surety Co. America	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGEs

CERTIFICATE NUMBER: 845395254

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	Y	8021030748	4/10/2019	4/10/2020	EACH OCCURRENCE	\$2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ex occurrence)	\$1,000,000
	<input checked="" type="checkbox"/> Contractual Liab					MED EXP (Any one person)	\$10,000
	<input checked="" type="checkbox"/> XCU included					PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$4,000,000
OTHER:	PRODUCTS - COMP/OP AGG	\$4,000,000					
A	AUTOMOBILE LIABILITY	Y	8045373971	4/10/2019	4/10/2020	COMBINED SINGLE LIMIT (Ex accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
A	UMBRELLA LIAB	X	6021030765	4/10/2019	4/10/2020	EACH OCCURRENCE	\$5,000,000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE	\$5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE	OTHE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/>					E.L. EACH ACCIDENT	\$
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - EA EMPLOYEE	\$					
	E.L. DISEASE - POLICY LIMIT	\$					
B	Professional Liability Claims Made		106808281	10/19/2018	10/19/2018	\$2,000,000 \$4,000,000	per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is a follow-form to underlying General Liability/Auto Liability. AM Best's Rating on all policies above: A/XII or greater.
Re: WG Job #1154, On-Call Master Agreement for Monterey County - Public Works Dept. -- The County of Monterey, its agents, officers and employees are named as additional insured as respects general and auto liability for claims arising from the operations of the named insured as required per written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

County of Monterey Contracts/Purchasing Department Attn: Dalia Mariscal-Martinez 168 W. Alisal Street, 2nd Floor Salinas CA 93901	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>Alison Olsen</i>



IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE
&
BLANKET WAIVER OF SUBROGATION**

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

**BUSINESS OWNERS LIABILITY COVERAGE FORM
BUSINESS OWNERS COMMON POLICY CONDITIONS**

A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
 - a. "Bodily injury" or "property damage"; or
 - b. Offense that caused the "personal and advertising injury";
for which the additional insured seeks coverage

B. The Insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf,
in the performance of your ongoing operations specified in the written contract or written agreement; or
 - c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:
 - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.
- C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph D.2. below:
 - a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

- D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs 2. and 3. and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis. But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

- E. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraph 2. and replace it with the following:
2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.





ADDITIONAL INSURED ENDORSEMENT – CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization
Blanket

1. Paragraph **A.1. Who Is An Insured** of **Section II – LIABILITY COVERAGE** is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
 - a. The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
 - b. The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
 - c. We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
 - (1) Required by the "written contract"; or
 - (2) Afforded to you under this policy.
3. Condition **2. Duties In the Event of Accident, Claim, Suit or Loss** of **Section IV – BUSINESS AUTO CONDITIONS** is amended to add the following conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

 - a. Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
 - b. Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
 - c. Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
 - d. Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision d. does not apply to insurance on which the additional insured is a Named Insured.
4. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

 1. Is currently in effect or becomes effective during the term of this policy; and
 2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.



CNA71526XX
(Ed. 10/12)

All other terms and conditions of the Policy remain unchanged.

Material used with permission of ISO Properties, Inc

CNA71526XX (10/12)
Page 2 of 2

Policy No: 6045373971
Endorsement No: 001
Effective Date: 04/10/2018

Insured Name: Wallace Group, a California Corporation
Copyright CNA All Rights Reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Wallace Group, a California Corporation

Endorsement Effective Date: 04/10/2018

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Blanket

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against
Others To Us condition does not apply to the
person(s) or organization(s) shown in the Schedule,
but only to the extent that subrogation is waived prior
to the "accident" or the "loss" under a contract with
that person or organization.