



Monterey County Board of Supervisors

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

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Glenn Church to:

Agreement No.: A-14465 ; Amendment No.: 2

- a. Approve Amendment No. 2 to Professional Services Agreement No. A-14465, Multi-Year Agreement #3200*4619, with Vali Cooper & Associates, a TRC Company to continue to provide on-call construction management services for projects located in Monterey County, California, Request for Qualifications #10709, to extend the expiration date for one additional year through July 15, 2024, for a revised term from July 29, 2019 to July 15, 2024, and increase the not to exceed amount by \$750,000 for a total amount not to exceed \$3,000,000; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 2 to Professional Services Agreement No. A-14465 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

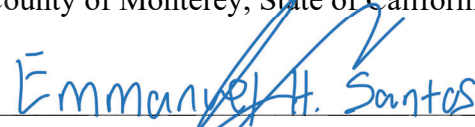
PASSED AND ADOPTED on this 11th day of July 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting July 11, 2022.

Dated: July 12, 2023
File ID: A 23-307
Agenda Item No.: 43

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Emmanuel H. Santos, Deputy

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VALI COOPER & ASSOCIATES, A TRC COMPANY**

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-14465 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Vali Cooper & Associates, a TRC Company (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, County entered into Professional Services Agreement No. A-14465 with Vali Cooper & Associates, a TRC Company on July 29, 2019 (hereinafter, “Agreement”) to provide on-call construction management services (hereinafter, “services”) for various construction projects located in Monterey County per Request for Qualifications (RFQ) #10709 through July 15, 2022, with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$750,000; and

WHEREAS, the Agreement was amended by the Parties on July 20, 2022 (hereinafter, “Amendment No. 1”) to update the provisions, to extend the term for one (1) additional year through July 15, 2023, and to increase the amount by \$1,500,000 which resulted in a total not to exceed amount of \$2,250,000; and

WHEREAS, the County has a continued need for services; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to July 15, 2024 and to increase the amount by \$750,000 for a total amount not to exceed \$3,000,000 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 the second sentence of Section 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 \$3,000,000.

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

The term of this Agreement is from July 16, 2019 to July 15, 2024, unless sooner terminated pursuant to the terms of this Agreement.

3. All other terms and conditions of the Agreement, including all Exhibits thereto, shall remain unchanged and in full force.
4. 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.
5. 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
Debra R. Wilson, Contracts/Purchasing Officer

DocuSigned by:
By: Tom Skanel
Its: 30F2300D718745F
Contracts/Purchasing Supervisor
(Print Name and Title)

Date: 7/12/2023 | 2:15 PM PDT

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

DocuSigned by:
By: Sean Collins
Its: 2EDC94A01B26445
Sean M. Collins
Deputy County Counsel

Date: 5/25/2023 | 5:52 PM PDT

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

DocuSigned by:
By: Ma Mon
Its: 2617DD077D65495
Chief Deputy Auditor-Controller
(Print Name and Title)

Date: 5/30/2023 | 8:25 AM PDT

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Leslie J. Girard, County Counsel

By: _____
Its: _____
(Print Name and Title)

Date: _____

CONTRACTOR*
Vali Cooper & Associates, a TRC Company

DocuSigned by:
By: Michael Coucaud
Its: FDCC8338BE1D4EF
Michael Coucaud, Vice President
(Print Name and Title)

Date: 5/24/2023 | 6:02 PM PDT

DocuSigned by:
By: Grant Ratkovic
Its: 0FC241EA8EED4E8

Grant Ratkovic, Assistant Secretary
(Print Name and Title)
Date: 5/24/2023 | 10:58 PM PDT

*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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/12/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

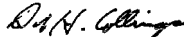
| PRODUCER Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022 | CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 E-MAIL ADDRESS: greylingcerts@greyling.com | FAX (A/C, No): | | | | | | | | | | | | | |
|---|--|-----------------------|-------------------------------|--------|---|-------|---|-------|--------------------------------------|-------|---|-------|-----------------------------------|-------|---|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins Co of Pittsburg</td> <td>19445</td> </tr> <tr> <td>INSURER B : Allied World Assurance Co (U.S.) Inc.</td> <td>19489</td> </tr> <tr> <td>INSURER C : Gotham Insurance Company</td> <td>25569</td> </tr> <tr> <td>INSURER D : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER E : AIU Insurance Company</td> <td>19399</td> </tr> <tr> <td>INSURER F : Steadfast Insurance Company</td> <td>26387</td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : National Union Fire Ins Co of Pittsburg | 19445 | INSURER B : Allied World Assurance Co (U.S.) Inc. | 19489 | INSURER C : Gotham Insurance Company | 25569 | INSURER D : New Hampshire Insurance Company | 23841 | INSURER E : AIU Insurance Company | 19399 | INSURER F : Steadfast Insurance Company |
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| INSURER E : AIU Insurance Company | 19399 | | | | | | | | | | | | | | |
| INSURER F : Steadfast Insurance Company | 26387 | | | | | | | | | | | | | | |
| INSURED Vali Cooper & Associates, Inc. a TRC Company, 21 Griffin Road North Windsor, CT 06095 | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: 23-24 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 INSR | 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 <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | GL5341999 | 04/01/2023 | 04/01/2024 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | CA4773667 (AOS) CA4773668 (MA) | 04/01/2023 04/01/2023 | 04/01/2024 04/01/2024 | COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | 03127873 EX202300003211 | 04/01/2023 04/01/2023 | 04/01/2024 04/01/2024 | EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC022298274 (AOS) WC022298275 (CA) | 04/01/2023 04/01/2023 | 04/01/2024 04/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| F | Prof. Liab. incl. Poll. Liability | | | PEC019684307 | 04/01/2023 | 04/01/2024 | Per Claim \$5,000,000 Aggregate \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: On-Call Construction Management Services (RFQ #10709). County of Monterey, its agents, officers & employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law.

| | |
|--|--|
| CERTIFICATE HOLDER County of Monterey 1441 Schilling Place South 2nd Floor Salinas, CA 93901-4527 | 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  |
|--|--|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

| |
|--|
| Named Insured: Vali Cooper & Associates, Inc. |
| Endorsement Effective Date: 04/01/2023 |

SCHEDULE

| |
|--|
| Name Of Person(s) Or Organization(s): AS REQUIRED PER WRITTEN CONTRACT |
| |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.**

of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---------------------------------------|
| <p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p> | <p>PER THE CONTRACT OR AGREEMENT.</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> | |

A. Section II 6 Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|--|
| <p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p> | <p>PER THE CONTRACT OR AGREEMENT.</p> |
| <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p> | |

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ENDORSEMENT

This endorsement, effective 12:01A.M. 04/01/2023 forms a part of

policy No. CA4773667 (AOS) issued to Vali Cooper & Associates, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

Authorized Representative or
Countersignature (in States Where
Applicable)

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2023 forms a part of Policy No. WC 022-29-8275

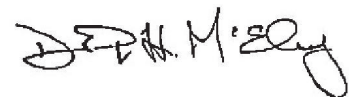
Issued to TRC COMPANIES, LLC

By A I U INSURANCE COMPANY

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.

Countersigned by _____



Authorized Representative