

**AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
WALD, RUHNKE & DOST ARCHITECTS, LLP**

THIS AMENDMENT NO. 1 to the Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Wald, Ruhnke & Dost Architects, LLP (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 an Agreement with County on May 20, 2014 (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, 2017 for an amount not to exceed \$5,000,000; and

WHEREAS, County has a continued need for services; and

WHEREAS, CONTRACTOR's Fee Schedule requires an update effective May 21, 2017; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to May 20, 2018 and to update the Fee Schedule effective May 21, 2017 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. 1.

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

1. Amend Paragraph 1.1 of Section 1.0, Performance of the Agreement, to delete "This AGREEMENT with Attachment K: Fee Schedule/Pricing Sheet" and add "This AGREEMENT with Attachment K-1: Revised Fee Schedule, effective May 21, 2017".
2. In all places within the Agreement, any reference to Attachment K: Fee Schedule/Pricing Sheet is hereby replaced with Attachment K-1: Revised Fee Schedule, effective May 21, 2017.
3. 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 20, 2014, through and including May 20, 2018, with the option to extend the AGREEMENT for one (1) additional one (1) year period.

4. 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 Section 5.0, Invoices and Purchase Orders, of the AGREEMENT. All invoices shall reference the AGREEMENT Multi-Year Agreement (MYA) number

(#MYA 3000 *1204), project name and associated Delivery Order number, and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place - South, 2nd Floor
Salinas, CA 93901-4527

Any questions pertaining to invoices under this AGREEMENT shall be directed to the RMA – Finance Division at (831) 755-4800.

5. Amend Paragraph 5.2 of Section 5.0, “Invoices and Purchase Orders”, to delete the first sentence.
6. Amend Paragraph 21.2 of Section 21.0, “Notices”, to read as follows:

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Donald D. Searle
Acting Chief of Public Works and Facilities
County of Monterey, Resource Management Agency
1441 Schilling Place – South, 2nd Floor
Salinas, California 93901-4527
Phone: (831) 755-4800
Fax: (831) 755-4958
Email: searledd@co.monterey.ca.us

TO CONTRACTOR:

Henry Ruhnke, Principal
Christopher Barlow, Principal
Wald, Ruhnke & Dost Architects, LLP
2340 Garden Road, Suite 100
Monterey, California 93940
Phone: (831) 649-4642
Fax: (831) 649-3530
Email: henry@wrdarch.com
christopherb@wrdarch.com

7. All other terms and conditions of the Agreement remain unchanged and in full force.
8. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 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

Wald, Ruhnke & Dost Architects, LLP
Contractor's Business Name

Date: _____

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

Its: Henry Ruhnke, Principal Partner/General Partner
(Print Name and Title)

Date: 5/17/17

**Approved as to Form and Legality
Office of the County Counsel**

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

By: _____
Mary Grace Perry
Deputy County Counsel

Its: Christopher Barlow, Principal Partner/General Partner
(Print Name and Title)

Date: _____

Date: 5/17/17

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 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: 5-26-17

**Approved as to Form and Legality
Office of the County Counsel**

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: May 23, 2017

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 5-24-17

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

Wald, Ruhnke & Dost Architects, LLP

Contractor's Business Name

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

Its: Henry Ruhnke, Principal Partner/General Partner
(Print Name and Title)

Date: 5/17/17

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

Its: Christopher Barlow, Principal Partner/General Partner
(Print Name and Title)

Date: 5/17/17

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

ATTACHMENT K-1: REVISED FEE SCHEDULE
Effective May 21, 2017

Wald, Ruhnke & Dost Architects, LLP

| Staff | Fiscal Year* 2017 Hourly Rates | Fiscal Year* 2018 Hourly Rates |
|------------------------------|---------------------------------------|---------------------------------------|
| Principal/Owner | \$210.00 | \$230.00 |
| Project Manager | \$170.00 | \$180.00 |
| Project Architect | \$170.00 | \$180.00 |
| Project Designer (Interiors) | \$135.00 | \$150.00 |
| CADD Technician | \$120.00 | \$135.00 |
| Clerical | \$70.00 | \$95.00 |

*Fiscal Year = July 1 - June 30

| Reimbursables | Total Cost (if applicable) | % of Markup |
|--|-----------------------------------|--------------------|
| Mileage | Current Standard IRS Rate | 0% |
| Add Service – Reproduction Printing: | | |
| 8.5 x 11 black/white per page | \$0.17 | 0% |
| 11 x 17 black/white per page (ledger) | \$0.55 | 0% |
| 8.5 x 11 color per page | \$0.75 | 0% |
| 11 x 17 color per page (ledger) | \$1.60 | 0% |
| 24 x 36 black/white prints and plots per sheet | \$2.75 | 0% |
| 30 x 42 black/white prints and plots per sheet | \$4.00 | 0% |
| 24 x 36 color prints and plots per sheet | \$7.75 | 0% |
| 30 x 42 color prints and plots per sheet | \$10.50 | 0% |
| 8.5 x 11 scan per sheet | \$0.50 | 0% |
| 11 x 17 scan per sheet | \$0.50 | 0% |
| 24 x 36 scan per sheet | \$8.50 | 0% |
| 30 x 42 scan per sheet | \$12.50 | 0% |
| Outside Reproduction | At cost | 10% |
| Outside Delivery | At cost | 10% |
| Postage | At cost | 0% |

Client#: 817

WALDRUHNK

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/04/2016

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 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 510 465-3090 | | CONTACT NAME: Jo Lusk PHONE (A/C, No, Ext): 510 465-3090 E-MAIL ADDRESS: jlusk@dealeyrenton.com FAX (A/C, No): 510 452-2193 | |
| INSURED Wald, Ruhnke & Dost Architects, LLP 2340 Garden Road, Suite 100 Monterey, CA 93940 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Sentinel Insurance Co. LTD | NAIC # 11000 |
| | | INSURER B: Hartford Accident & Indemnity | 22357 |
| | | INSURER C: Hartford Ins. Co of Midwest | 37478 |
| | | INSURER D: Argonaut Insurance Company | 19801 |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

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.

| INBR LTR | TYPE OF INSURANCE | ADDL SUBR INSR 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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | 57SBWBB2284 | 10/13/2016 | 10/13/2017 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | 57UEGVX7852 | 10/13/2016 | 10/13/2017 | 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"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | 57SBWBB2284 | 10/13/2016 | 10/13/2017 | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$ |
| C | 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 | | 57WEGGG2334 | 10/13/2016 | 10/13/2017 | <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 |
| D | Professional Liability | | IAE1302501 | 08/28/2016 | 08/28/2017 | \$2,000,000 per Claim \$5,000,000 Annl Aggr. |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability Policy excludes claims arising out of the performance of professional services.

All Operations of the Named Insured. The County of Monterey, its agents, officers and employees are named as additional insureds as respects general and auto liability for claims arising from the operations of the named insured, per policy form wording. Insurance is primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

County of Monterey 5
 Resource Management Agency
 Dept. of Public Works
 168 W. Allsal Street, 2nd Floor
 Salinas, CA 93901-2437

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



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Insured: Wald, Ruhnke & Dost Architects, LLP
Insurer: Sentinel Insurance Co. LTD
Policy Number: 57SBWBB2284
Policy Effective Date: 10/13/2018
Additional Insured:

Name of additional insureds, cont'd: The County of Monterey, its agents, officers and employees

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products- completed operations hazard, but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.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 a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

**EXCERPTS FROM CA 00001 (1001)
HARTFORD BUSINESS AUTO COVERAGE**

Insured: Wald, Ruhnke & Dost Architects, LLP

Policy Number: 57UEGVX7852

Policy Effective Dates: 10/13/2016

Additional Insured:

Name of additional insureds, cont'd: The County of Monterey, its agents, officers and employees

Additional Insured: SECTION II – LIABILITY COVERAGE

1. WHO IS AN INSURED: The following are "insureds"
- c. Anyone liable for the conduct of an "insured"...but only to the extent of that liability.

Primary Insurance: SECTION IV – BUSINESS AUTO CONDITIONS

B. General Conditions - 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provide by this Coverage Form is excess over any other collectible insurance.
- c. Regardless of the provisions of paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

Cross Liability Clause: SECTION V – DEFINITIONS

G. "Insured" means any person or organization qualifying as an insured in the Who is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

**EXCERPTS FROM HA9916 (0302)
HARTFORD COMMERCIAL AUTOMOBILE BROAD
FORM ENDORSEMENT**

15. **WAIVER OF SUBROGATION** – We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.