

**AMENDMENT NO. 2
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
Nichols, Melberg & Rossetto AIA & Associates, Inc.**

THIS AMENDMENT NO. 2 to Agreement No. A-15482 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and Nichols, Melberg & Rossetto AIA & Associates, Inc., 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, on July 27, 2021, the Board of Supervisors approved Agreement No. A-15484 which CONTRACTOR entered into with County on August 4, 2021 (hereinafter, "Agreement") to provide on-call architectural and engineering design services for various projects located in Monterey County in response to Request for Quote (RFQ) #10790 (hereinafter "services") through and including July 31, 2024 for an amount not to exceed \$5,000,000;

WHEREAS, on July 30, 2024 the Agreement was amended to extend the term, update CONTRACTOR rates, and to update provisions to the Agreement to allow CONTRACTOR to continue to provide the services required by the County;

WHEREAS, the Parties wish to amend the Agreement to increase the not to exceed amount and update provisions to the Agreement to allow CONTRACTOR to continue to provide services identified in the Agreement.

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

1. Amend the last 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 \$7,000,000.

2. Amend Section 9.03, "Insurance Coverage Requirements," to read as follows and hereby incorporate the new language into the Agreement:

Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Amendment No. 2 to Agreement No. A-15484
Nichols, Melburg & Rossetto AIA & Associates, Inc.
On-call Architectural and Engineering Design Services (RFQ #10790)
Public Works, Facilities and Parks
Term: August 1, 2021 – July 31, 2026
Not to Exceed: \$7,000,000

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

3. Amend Section 10, "Records and Confidentiality," to add the following and hereby incorporate new language into the Agreement:

10.06 Format of Deliverables:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against

any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

4. Amend the first sentence of Exhibit A-1 – Scope of Services/Payment Provisions, section B.1 Compensation/Payment to read as follows:

County shall pay an amount not to exceed \$7,000,000, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

5. Except as provided herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

This space is left blank, intentionally.

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:

Debra R. Wilson
Contracts/Purchasing Officer

Date:

Approved as to Form

Office of the County Counsel

Susan K. Blich, County Counsel

By:

Mary Grace Perry
Deputy County Counsel

Date:

4/30/2025 | 3:47 PM PDT

Nichols, Melburg & Rossetto AIA & Associates, Inc.

Contractor's Business Name

By:

Michael O'Connor, CEO

Date:

4/29/2025 | 5:49 PM PDT

By:

Kyle Matti, Secretary

Date:

4/30/2025 | 1:58 AM BST

Approved as to Fiscal Provisions

By:

Jennifer Forsyth
Auditor-Controller Analyst II

Title:

Auditor/Controller

Date:

4/30/2025 | 2:40 PM PDT

Approved as to Indemnity and Insurance Provisions

Office of the County Counsel-Risk Management

Susan K. Blich, County Counsel

By:

David Bolton
Risk Manager

Title:

Risk Manager

Date:

4/29/2025 | 6:51 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.