

Monterey County Board of Supervisors

Board Order

168 West Alisal Street, 1st Floor Salinas, CA 93901 831.755.5066 www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

Agreement Numbers:

Kasavan Architects, Inc. (A-12673);

RIM Architects (CA), LLP (A-12674);

The Paul Davis Partnership, LLP (A-12675); and

Wald, Ruhnke & Dost Architects, LLP (A-12679)

a. Approve Amendment No. 4 to Agreements, Multi-Year Agreement #3000*1204, with the following consultants: Kasavan Architects, Inc. (A-12673); RIM Architects (CA), LLP (A-12674); The Paul Davis Partnership, LLP (A-12675); and Wald, Ruhnke & Dost Architects, LLP (A-12679) to continue to provide services associated with on-call services over \$100,000 for architectural and engineering design services for various projects located in Monterey County, California, Request for Qualifications #10456, to extend the expiration date of each Agreement for one (1) additional year through May 20, 2021, for a revised term from May 20, 2014 to May 20, 2021, with no increase to the total not to exceed amount of \$5,000,000 for each Agreement; and;

b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 4 to each Agreement and up to one (1) future amendment to each Agreement where the amendment does not significantly alter the scope of work or increase the approved amount of each Agreement.

PASSED AND ADOPTED on this 12th day of May 2020, by roll call vote:

AYES:

Supervisors Alejo, Phillips, Lopez, Parker 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 sald Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 12, 2020.

Dated: May 12, 2020 File ID: A 20-104

Agenda Item No.: 26

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

Joel G. Pablo, Deputy

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AMENDMENT NO. 4 TO AGREEMENT BETWEEN COUNTY OF MONTEREY AND THE PAUL DAVIS PARTNERSHIP, LLP

THIS AMENDMENT NO. 4 to Agreement No. A-12675 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and The Paul Davis Partnership, 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 Agreement No. A-12675 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 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$5,000,000; and

WHEREAS, Agreement was amended by the Parties on May 22, 2017 (hereinafter, "Amendment No. 1", including Attachment K-1, Revised Fee Schedule effective May 21, 2017) to update the Fee Schedule and to extend the term for one (1) additional year through May 20, 2018 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 23, 2018 (hereinafter, "Amendment No. 2") to update the provisions of the Agreement and to extend the term for one (1) additional year through May 20, 2019 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 28, 2019 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through May 20, 2020 with no increase in the not to exceed amount; and

WHEREAS, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10456; 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 extend the term for one (1) additional year to May 20, 2021 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. 4.

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:

Page 1 of 3

The term shall commence with the signing of the AGREEMENT, May 20, 2014, through and including May 20, 2021.

2. Replace the County's email address in Paragraph 5.1 of Section 5.0, "Invoices and Purchase Orders", with the following:

RMA-Finance-AP@co.monterey.ca.us

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

TO COUNTY:

Florence Kabwasa-Green

Project Manager III

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

1441 Schilling Place, South 2nd Floor

Salinas, California 93901-4527

Phone: (831) 755-4805 Fax: (831) 755-4958

Email: kabwasa-greenfa@co.monterey.ca.us

- 4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
- 5. This Amendment No. 4 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. 4 are incorporated into the Agreement and this Amendment No. 4.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

CONTRACTOR*

COUNTY OF MONTEREY

By:			
_			The Paul Davis Partnership, LLP
	Contracts/Purchasing Officer		Contractor's Business Name
Date: _		By:	(6)
			(Signature of Chair, President or Vice President)
Approved	d as to Form	Its:	Paul W. Davis, Partner
	the County Counsel		(Print Name and Title)
	Girard, County Counsel	Date:	4/6/2020
By:			
	Mary Grace Perry Deputy County Counsel	D	
	Deputy County Counsel	By:	(Signature of Secretary, Asst. Secretary, CFO,
D.			Treasurer or Asst. Treasurer)
Date: _		T4	
		Its:	(Print Name and Title)
Approved	l as to Fiscal Provisions		(The Name and Title)
		Date:	
By:			
	Auditor/Controller		
Deter			
Date: _			
Office of	l as to Indemnity and Insurance Provisions the County Counsel-Risk Management Girard, County Counsel-Risk Manager		
By:			
Name: _			
Title:			
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.

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Amendment No. 4 to Agreement No. A-12675
The Paul Davis Partnership, LLP
On-Call Services Over \$100,000 for Architectural and Engineering Design Services
for Various Projects (RFQ #10456)
RMA – Public Works, Parks and Facilities
Term: May 20, 2014 – May 20, 2021
Not to Exceed: \$5,000,000

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY	CONTRACTOR*
By: Williawille	The Paul Davis Partnership, LLP
Contracts/Purchasing Officer Date: 5/19/2020	By: (Signature of Chair, President or Vice President)
Approved as to Form Office of the County Counsel	Its: Paul W. Davis, Partner (Print Name and Title)
Leslie J. Girard, County Counsel By:Mary Grace Perry_/s/_4-10-2020_	Date: 416/2020
Mary Grace Perry Deputy County Counsel	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Date:	Its: (Print Name and Title)
Approved as to Fiscal Provisions	(Finit Name and Title)
By: Massa Auditor/Controller	Date:
Date: 04/10/2020	
Approved as to Indemnity and Insurance Provisions Office of the County Counsel-Risk Management Leslie J. Girard, County Counsel-Risk Manager	
Ву:	
Name:	
Title:	
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.

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RMA – Public Works, Parks and Facilities
Term: May 20, 2014 – May 20, 2021
Not to Exceed: \$5,000,000



CERTIFICATE OF LIABILITY INSURANCE

8/12/2019

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(les) 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 License # 0020739		CONTACT Nancy Ferrick PHONE (A/C, No. Ext): 510-465-3090 (A/C, No.): 510-452-2193				
P. O. Box 12675		ADDRESS: nferrick@dealeyrenton.com				
Oakland CA 94604-2675		INSURER(S) AFFORDING COVERAGE	NAIC#			
		INSURER A: Travelers Property Casualty Co of Am	25674			
INSURED The Boul Davis Bortnership LLD	PAULDAVIS	INSURER B: Travelers Indemnity Co. of Connecticu	25682			
The Paul Davis Partnership, LLP 286 El Dorado Street, Suite A		INSURER c : U.S. Specialty Insurance Company		29599		
Monterey CA 93940		INSURER D :				
•		INSURER E :				
		INSURER F :				
ACMEDIA CES	OCCUPANTE MUNICIPAL OF ACCUSE	DEMONDAL NUM	IDED			

COVERAGES CERTIFICATE NUMBER: 314795407 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 SUBRI NCE INSD WYD POLICY NUMBER		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	Х	CLAIMS-MADE X OCCUR	Υ	Y	6800H902008	8/12/2019	8/12/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 1,000,000
li	X	Contractual Liab						MED EXP (Arry one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$4,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$4,000,000
1	l i	OTHER:							\$
В	AUT	OMOBILE LIABILITY	Υ	Υ	BA5151L348	8/12/2019	8/12/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$
	X	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α	Х	UMBRELLA LIAB X OCCUR	Υ		CUP0K334365	8/12/2019	8/12/2020	EACH OCCURRENCE	\$ 3,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 3,000,000
		DED RETENTION\$							\$
Α	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE N			Υ	UB8K368209	8/12/2019	8/12/2020	X PER STATUTE ER	
			N/A					E.L. EACH ACCIDENT	\$ 1,000,000
1	(Mandatory In NH)							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
\Box	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
С	Professional Liability				USS1829151	10/28/2018	10/28/2019	\$1,000,000 \$2,000,000	per Claim Annual Aggregate
ш		!							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella (or Excess) Liability policy is follow-form underlying General Liability/Auto Liability/Employer's Liability.
RE: On-Call Services over \$100,000 - provide on call services over \$100,000 for architectural and design services for various projects located in Monterey County, CA GENERAL LIABILITY ADDITIONAL INSUREDS, per policy wording. The County of Monterey, its officers, agents and employees insurance is primary and non-contributory, per policy wording. HIRED AND NON-OWNED AUTOMOBILE ADDITIONAL INSUREDS: The County of Monterey, its officers, agents and employees.

CERTIFICATE HOLDER	CANCELLATION 30 Days Notice of Cancellation
County of Monterey Contracts/Purchasing Div.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
168 West Alisal St., 3rd Fl. Salinas CA 93901	AUTHORIZED REPRESENTATIVE

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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

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

- 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", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:
 - 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.

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, or "personal injury" or "advertising injury" arising out of an offense committed, 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.

POLICY NUMBER: 6800H902008

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

SCHEDULE

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

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

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". NAMED INSURED: The Paul Davis Partnership, LLP

POLICY NUMBER: 6800H902008

ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT

This is a summary of the coverages provided under the following forms (complete forms available):

Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed:

subsequent to the signing of that contract or agreement by you.

Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)

PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

Policy: BA5151L348 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., Who is An Insured, of SECTION II — COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. in A.1., Who is An Insured, of SECTION II — COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

Policy # BA5151L348 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

The following replaces Paragraph A.5., Transfer of Rights Of Recovery Against Others To Us, of the CONDITIONS Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB8K368209

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ALL PERSONS OR ORGANIZATIONS THAT REQUIRES YOU TO OBTAIN EXECUTED THE CONTRACT BEFORE **Job Description**

THAT ARE PARTIE TO A CONTRACT THIS AGREEMENT, PROVIDED YOU THE LOSS.

DATE OF ISSUE: 8/12/2019 ST ASSIGN: CA

017106