## AMENDMENT NO. 4 TO STANDARD AGREEMENT BETWEEN COUNTY OF MONTEREY AND BENDER ROSENTHAL, INC.

**THIS AMENDMENT NO. 4** to Standard Agreement No. A-13796 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Bender Rosenthal, Inc. (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 Standard Agreement No. A-13796 with County on December 6, 2017 (hereinafter, "Agreement") to provide on-call real estate appraisal and acquisition services under Request for Qualifications (RFQ) #1702 (hereinafter, "services") through December 5, 2020, with the option to extend the Agreement term for two (2) additional one (1) year period(s) for an amount not to exceed \$300,000; and

**WHEREAS,** the Agreement was amended by the Parties on October 14, 2020 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through December 5, 2021 and to increase the amount by \$100,000, which resulted in a total not to exceed amount of \$400,000; and

**WHEREAS,** the Agreement was amended by the Parties on September 15, 2021 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through December 5, 2022, with no increase in the not to exceed amount; and

**WHEREAS,** the Agreement was amended by the Parties on October 19, 2022 (hereinafter, "Amendment No. 3") to update the provisions and to extend the term for one (1) additional year through December 5, 2023 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 for Agreements per Request for Qualifications (RFQ) #1702; and

**WHEREAS**, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County and to allow County staff to prepare and process a new RFQ for these services; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year and two (2) months to February 5, 2025 with no associated dollar amount increase to allow CONTRACTOR to continue to provide the services identified in the Agreement as an amended by this Amendment No. 4.

Page 1 of 3

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

1. Amend the first sentence of Section 3.01 of Paragraph 3.0, "Term of Agreement", to read as follows:

The term of this Agreement is from December 5, 2017 to February 5, 2025, unless sooner terminated pursuant to the terms of this Agreement.

- 2. All other terms and conditions of the Agreement, including all Exhibits thereto, shall remain unchanged and in full force.
- 3. 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.
- 4. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

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Amendment No. 4 to Standard Agreement No. A-13796 Bender Rosenthal, Inc. On-Call Real Estate Appraisal and Acquisition Services (RFQ # 1702) Department of Public Works, Facilities and Parks Term: December 5, 2017 – February 5, 2025 Not to Exceed: \$400,000 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.

	TY OF MONTEREY R. Wilson, Contracts/Purchasing Officer	CONTRACTOR Bender Rosenthal, Inc.
By:	Deusigned by: Delara Wilson 78741937A0D418	By Barr
Its:	Contracts & Purchasing Officer (Print Name and Title)	Its: Renee Bur, CEO/President (Print Name and Title)
Date:	11/13/2023   6:56 AM PST	Date: 11/8/2023
Office	ved as to Form of the County Counsel J. Girard, County Counsel	By: (Signature of Secretary, Asst. Secretary, CFO,
By:	Docusigned by: Michael Whilden Michael Whilden Deputy County Counsel	Its: <u>Javn B. Wraa</u> (Print Name and Title)
Date:	11/8/2023   3:47 PM PST	Date: 11 8 2023
	ved as to Fiscal Provisions Shah, Auditor/Controller	
By:	Jennifer Forsyth	
Its:	Auditor-Controller Analyst II (Print Name and Title)	
Date:	11/9/2023   4:30 PM PST	
Office	ved as to Indemnity and Insurance Provisions of the County Counsel Bolton, Risk Manager	
Bv:		

David Bolton Risk Manager

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 Standard Agreement No. A-13796 Bender Rosenthal, Inc. On-Call Real Estate Appraisal and Acquisition Services (RFQ # 1702) Department of Public Works, Facilities and Parks Term: December 5, 2017 – February 5, 2025 Not to Exceed: \$400,000



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 10/26/2023

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 rights to the certificate holder in lieu of such endorsement(s).									
PRODUCER						,			
AssuredPartners of California Insuran	ce Se	ervice	es, LLC		(xt): 916-99		FAX (A/C, No):	916-99	3-2683
1425 River Park Drive, Suite 226 Sacramento CA 95815				È MAU				010 000	2000
Sacramento CA 35015				ADDRESS: certificates.sacramento@assuredpartners.com					
				INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Valley Forge Insurance Company 20508				20508	
INSURED			License#: 0M07762 BENDROS-01						
Bender Rosenthal Inc.								20427	
2825 Watt Avenue, Suite 200									
Sacramento CA 95821						Casualty Co			42374
						s casualty an	d Surety Co of America		31194
COVERAGES CEF	דורי	~~~~	NUMBER: 2093866924	INSURER F	+:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES		-							
INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	Equif Pert Poli	REMEI AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE	OF ANY ( ED BY TH BEEN REI	CONTRACT IE POLICIE DUCED BY	OR OTHER E S DESCRIBEE PAID CLAIMS.	DOCUMENT WITH RESPEC	ст то и	VHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	F (M	POLICY EFF MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A X COMMERCIAL GENERAL LIABILITY	Y	Y	7039525243		6/1/2023	6/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000	
								\$ 100,0	
							MED EXP (Any one person)	\$ 15,00	
							PERSONAL & ADV INJURY	\$ 1,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$2,000	,000
OTHER:							COMBINED SINGLE LIMIT	\$	
	Y	Y	7039526182		6/1/2023	6/1/2024	(Ea accident)	\$ 1,000	,000
							BODILY INJURY (Per person)	\$	
OWNED AUTOS ONLY AUTOS							BODILY INJURY (Per accident)	\$	
X HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
								\$	
C X UMBRELLA LIAB X OCCUR			7039529857		6/1/2023	6/1/2024	EACH OCCURRENCE	\$ 10,00	0,000
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 10,00	0,000
DED X RETENTION \$ 0								\$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	7039529597		6/1/2023	6/1/2024	X PER OTH- STATUTE ER		
	N/A						E.L. EACH ACCIDENT	\$ 1,000	,000
OFFICER/MEMBER EXCLUDED?							E.L. DISEASE - EA EMPLOYEE	\$ 1,000	,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$1,000	
D Professional Liability Retention: \$15,000 Cyber Security	H723-121552 107399425				6/1/2023 3/10/2023	6/1/2024 3/10/2024	Aggregate Each Claim Cyber Security Limit	4,000 2,000 1,000	000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC Re: Job: On - Call Real Estate Appraisal a				le, may be at	ttached if mor	e space is require	ed)		
The following are Additional Insured if required by written contract: County of Monterey, its agents, officers, and employees. General Liability Additional Insured applies per terms and conditions of the attached endorsement(s). Primary Wording for General Liability applies per terms and conditions of the attached endorsement. General Liability Additional Insured applies per terms and conditions of the attached endorsement. Auto Liability Additional Insured applies per terms and conditions of the attached endorsement(s). Primary Wording for Auto Liability applies per terms and conditions of the attached endorsement. See Attached									
CERTIFICATE HOLDER CANCELLATION									
County of Monterey Contracts/Purchasing Department 1488 Schillings Place				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Salinas CA 93901					Deede Maradam				
					© 19	988-2015 AC	ORD CORPORATION.	All righ	its reserved.

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LOC #:

ACORD	

# ADDITIONAL REMARKS SCHEDULE

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AGENCY AssuredPartners of California Insurance Services, LLC POLICY NUMBER	NAMED INSURED Bender Rosenthal Inc. 2825 Watt Avenue, Suite 200 Sacramento CA 95821	
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

#### ADDITIONAL REMARKS

#### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

**FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE FORM NUMBER: 25

Auto Liability Waiver of Subrogation applies per terms and conditions of the attached endorsement. Workers Compensation Waiver of Subrogation applies per terms and conditions of the attached endorsement.



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

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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: Bender Rosenthal Inc.

Endorsement Effective Date: 06/01/2023

#### SCHEDULE

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

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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.

Policy No: 7039526182 Policy Effective Date: 06/01/2023 Policy Page: 18 of 35



### ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

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

#### SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREENMENT TO NAME AS AN ADDITIONAL INSURED

- 1. In conformance with paragraph A.1.c. of Who Is An Insured of Section II LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
- 2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Policy No: 7039526182 Policy Effective Date: 06/01/2023 Policy Page: 31 of 35

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# **CNA PARAMOUNT**

# Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

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

## SCHEDULE

#### Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:

1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

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

Under COMMERCIAL GENERAL LIABILITY CONDITIONS, it is understood and agreed that the condition entitled Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations** hazard.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA75008XX (10-16) Page 1 of 1 VALLEY FORGE INSURANCE COMPANY Insured Name:

Policv No: 7039525243

Effective Date: 06/01/2023

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed
Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by written contract to add as an additional insured on this coverage part, 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 subject to such written contract; or
  - **B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
    - 1. the written contract requires you to provide the additional insured such coverage; and
    - 2. this coverage part provides such coverage.
- II. But if the written contract requires:
  - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
  - **B.** additional insured coverage with "arising out of" language; or
  - C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by written contract to add as an additional insured on this coverage part, but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of your work that is subject to such written contract.

- **III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the written contract; or
  - **B.** a higher limit of insurance than required by the written contract.
- **IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:
  - **A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - **1.** the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - **B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this coverage part:

### **Primary and Noncontributory Insurance**

CNA75079XX (10-16) Page 1 of 2 Policy No: Endorsement No: Effective Date:

Insured Name:

Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. primary and non-contributing with other insurance available to the additional insured; or
- 2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **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 on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- **B.** was executed prior to:
  - 1. the bodily injury or property damage; or
  - 2. the offense that caused the personal and advertising injury;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16) Page 2 of 2 Policy No: 7039525243 Endorsement No: Effective Date: 06/01/2023

Insured Name:



### BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One** - **Workers' Compensation Insurance G. Recovery From Others** and **Part Two** - **Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

**PREMIUM CHARGE** - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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