AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN COUNTY OF MONTEREY AND SCHAAF & WHEELER

THIS AMENDMENT NO. 2 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Schaaf & Wheeler, (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on February 1, 2012 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on October 7, 2013 (hereinafter, "Amendment No. 1"); and

WHEREAS, the County has a continued need for on-call County Service Area (CSA)/County Sanitation District (CSD) engineering services; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to January 25, 2016 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. 2.

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

- 1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:
 - The term of this Agreement is from <u>January 25, 2012</u> to <u>January 25, 2016</u>, unless sooner terminated pursuant to the terms of this Agreement.
- 2. All other terms and conditions of the Agreement remain unchanged and in full force.
- 3. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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Amendment No. 2 to Professional Services Agreement Schaaf & Wheeler On-Call CSA/CSD Engineering Services (RFQ #10249) RMA – Public Works Term: January 25, 2012 – January 25, 2016 Not to Exceed: \$150,000.00 IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY	CONTRACTOR*					
By: Gina Encallado Depuir Parchasing Agent Contraçts/Purchasing Officerate Monterey	Schaaf & Wheeler Contractor's Business Name					
Date:	By: (Signature of Chair, President or Vice President)					
	Its: PEDER JORGENSEY, V.P. (Print Name and Title)					
	Date:					
Approved as to Form and Legality Office of the County Counsel	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)					
By: Option of Deputy County Counsel	Its: Ki-k Ruhecker Section Treese (Print Name and Title)					
Date:	Date:					
Approved as to Fiscal Provisions By: Auditor/Controller						
Date:						
Approved as to Indemnity and Insurance Provisions						
By: Risk Management						

*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.

Date:

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Amendment No. 2 to Professional Services Agreement Schaaf & Wheeler On-Call CSA/CSD Engineering Services (RFQ #10249) RMA – Public Works

Term: January 25, 2012 – January 25, 2016

Not to Exceed: \$150,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/2/2014

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)

9500	ne terms and conditions of the policy ertificate holder in lieu of such endors	•	ALC: NO.	나는 아들이 있다면 아이들이 아니는 그들은 경기에 가는 그리고 있는 사람들이 모르는 것이다.	ndorse	ment. A sta	tement on th	is certificate does not co	onter i	rights to the	
PRODUCER License # 0E67768				CONTACT Michelle Costa							
IOA	IOA Insurance Services				PHONE (A/C, No, Ext): (925) 416-7862 FAX (A/C, No): (925) 416-7869						
Sui	3875 Hopyard Road Suite 240					E-MAIL ADDRESS: Michelle.Costa@ioausa.com					
Ple	Pleasanton, CA 94588							DING COVERAGE		NAIC#	
					INSURER A : RLI Insurance Company					13056	
INSI	INSURED					INSURER B:					
Schaaf & Wheeler, Consulting Civil Engineers 1184 Homestead Road, Suite 255 Santa Clara, CA 95050					INSURER C :						
					INSURER D :						
					INSURER E :						
					INSURER F:						
				NUMBER:	REVISION NUMBER:						
I	HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUI PER POLIC	REME TAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFORI LIMITS SHOWN MAY HAVE	N OF A	NY CONTRAC THE POLICI REDUCED BY	CT OR OTHER IES DESCRIB PAID CLAIMS.	R DOCUMENT WITH RESPE	CT TO	WHICH THIS	
INSF	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	3		
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000	
	CLAIMS-MADE X OCCUR			PSB0001578		06/01/2014	06/01/2015	PREMISES (Ea occurrence)	\$	1,000,000	
							4	MED EXP (Any one person)	\$	10,000	
								PERSONAL & ADV INJURY	\$	1,000,000	
,	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000	
	POLICY X PRO-							PRODUCTS - COMP/OP AGG	\$	2,000,000	
	OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT	\$	1.000.000	
Α			PSB0001578		06/01/2014	06/01/2015	(Ea accident) BODILY INJURY (Per person)	\$	1,000,000		
	ANY AUTO ALL OWNED SCHEDULED							BODILY INJURY (Per accident)	\$		
	AUTOS AUTOS NON-OWNED							PROPERTY DAMAGE	\$		
	A HIRED AUTOS AUTOS							(Per accident)	\$		
_	UMBRELLA LIAB X OCCUR				9.00			EACH OCCURRENCE	\$	3,000,000	
Α	X EXCESS LIAB CLAIMS-MADE			PSE0001370		06/01/2014	06/01/2015	AGGREGATE	\$	3,000,000	
^				020001010		00/01/2014	00/01/2010	AGGREGATE	\$	0,000,000	
	DED RETENTION \$ WORKERS COMPENSATION		PSW0001278					X PER OTH-	Φ		
A	AND EMPLOYERS' LIABILITY ANY DEODRIETOR/PARTNER/EYECUTIVE	N/A			12/11/2014	12/11/2015	E.L. EACH ACCIDENT	\$	1,000,000		
_	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE		1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
Α	Professional Liab.			RDP0015476		06/06/2014	06/06/2015			3,000,000	
Α	Professional Liab.			RDP0015476		06/06/2014	06/06/2015	Aggregate		3,000,000	
								2 (2 (2 (2 (2 (2 (2 (2 (2 (2 (2 (2 (2 (2			
All Ger	SCRIPTION OF OPERATIONS / LOCATIONS / VEHICL operations of the Named Insured including lightly: Certificate Holder is including written contract. Hired & Non-Owned Aun-Owned Auto Liability Additional Insured	ng pr led a to Li	roject s Ad abilit	t referenced below, if any. ditional Insured on Primar y includes Blanket Additio	y & Nor	n-Contributor ured and Blar	y basis with to	Waiver of Subrogation inc	luded iabilit	, as required y and Hired &	
CERTIFICATE HOLDER 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.					
County of Monterey						AUTHORIZED REPRESENTATIVE					

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Contracts/Purchasiong Department

168 W. Alisal St., 2nd Floor Salinas, CA 93901 Kieno Caldrell

Policy Number: PSB0001578

Named Insured: Schaaf & Wheeler, Consulting Civil Engineers

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

RLIPack® FOR DESIGN PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

- 1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
 - a. In the performance of your ongoing operations;
 - In connection with premises owned by or rented to you; or
 - c. In connection with "your work" and included within the "product-completed operations hazard".
- The insurance provided to the additional insured by this endorsement is limited as follows:
 - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
 - This insurance does not apply to the rendering of or failure to render any "professional services".
 - c. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of Insurance.
- The following is added to SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy 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 additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
- The following is added to SECTION III K. 2.
 Transfer of Rights of Recovery Against Others to Us COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II LIABILITY)

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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 _____2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No. PSW0001278

Endorsement No.

Insured

Insurance Company

Schaaf & Wheeler, Consulting Civil I

RLI Insurance Company

Countersigned By _____

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