

**AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
SCHAAF & WHEELER**

THIS AMENDMENT NO. 5 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 "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on February 1, 2012 (hereinafter, "Agreement") to provide on-call County Service Area (CSA)/County Sanitation District (CSD) engineering services (hereinafter, "services") through January 25, 2014 for an amount not to exceed \$100,000; and

WHEREAS, Agreement was amended by the Parties on October 7, 2013 (hereinafter, "Amendment No. 1", including Exhibit B-1 – Federal Provisions) to replace Exhibit B – Federal Provisions, to extend the term for one (1) additional year through January 25, 2015 and to increase the amount by \$100,000 which resulted in a total not to exceed amount of \$200,000; and

WHEREAS, Agreement was amended by the Parties on January 9, 2015 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through January 25, 2016 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on December 8, 2015 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through January 25, 2017 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on January 30, 2017 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through January 25, 2018 with no increase in the not to exceed amount; and

WHEREAS, the County has a continued need for on-call services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10249; and

WHEREAS, additional time is necessary 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 January 25, 2019 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. 5.

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 January 25, 2012 to January 25, 2019, unless sooner terminated pursuant to the terms of this Agreement.

2. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California, 93901, is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California, 93901-4527.
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____

For Contracts/Purchasing Officer

Date: _____

12/20/17

*W. Skinner
Deputy Purchasing Agent
County of Monterey*

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

By: _____

Mary Grace Perry
Deputy County Counsel

Date: _____

12-15-17

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

12/18/17

Approved as to Indemnity and Insurance Provisions

By: _____

Risk Management

Date: _____

CONTRACTOR*

Schaaf & Wheeler

Contractor's Business Name

By: _____

(Signature of Chair, President or Vice President)

Its: _____

(Print Name and Title)

Date: _____

12/4/2012

By: _____

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Assistant Treasurer)

Its: _____

(Print Name and Title)

Date: _____

12/4/2017

*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) managing members. 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.



SCHA&WH-01

FRANCISCO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/4/2017

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 License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 240 Pleasanton, CA 94588	CONTACT Michelle Costa NAME: PHONE (A/C, No, Ext): (925) 660-3508 50028 FAX (A/C, No): (925) 416-7869 E-MAIL: Michelle.Costa@ioausa.com ADDRESS:																					
INSURED Schaaf & Wheeler, Consulting Civil Engineers 1171 Homestead Road, Suite 255 Santa Clara, CA 95050	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : RLI Insurance Company</td><td></td><td>13056</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : RLI Insurance Company		13056	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 OTHER:			PSB0001578	06/06/2017	06/06/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>4,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	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		\$	
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A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSB0001578	06/06/2017	06/06/2018	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
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A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			PSE0001370	06/06/2017	06/06/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td><td>3,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>3,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	3,000,000	AGGREGATE	\$	3,000,000		\$													
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A			PSW0001278	12/11/2017	12/11/2018	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	<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									
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E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										
A	Professional Liab.			RDP0029206	06/06/2017	06/06/2018	Per Claim 5,000,000																					
A	Professional Liab.			RDP0029206	06/06/2017	06/06/2018	Aggregate 5,000,000																					

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

All operations of the Named Insured including project referenced below, if any.
General Liability: See Additional Insured Endorsement attached.

CERTIFICATE HOLDER

CANCELLATION

County of Monterey Resource Management Agency 168 W. Alisal St 3rd Flr Salinas, CA 93901	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Reno Calderon</i></p>
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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;
- b. 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".

2. 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.
- b. 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**.

3. 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.

4. 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.

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 _____

