

ROUTING FORM – RQN #: 3321

Date: 6/26/2017

☐ AGREEMENT☒ **AMENDMENT**☒ ~~BOARD REPORT FOR PRE-APPROVAL~~

Vendor Name: MBI Michael Baker International

Title/Brief Description of Document: Amendment 3 – Permit Application Review

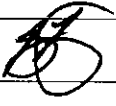
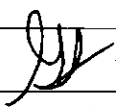
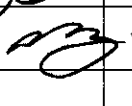
Originating Dept.: 3000 RMA Dept. Contact WITH Phone #: John Snively x6617

This Agreement or Amendment requires Board Approval: Yes ☒ No ☐This Agreement requires an MYA: Yes ☒ No ☐**AGREEMENT TYPE**

☒ RQNSA – Standard Agreement	☐ RQNNS – Non-Standard Agreement
☐ RQNIT – ITD Standard Agreement	☐ RQNIN – ITD Non-Standard Agreement
☐ RQNPB – Pre-Board Standard Agreement	☐ Non-Standard Board Agreement (Not to be tracked within RQN)
☒ Insurance & Endorsement Current	☒ VDR & Non-Resident State Forms Verified

ROUTING AND APPROVALS*

Each Approving Authority is requested to forward the Service Contract to the next Approving Authority in the order listed herein. Thank you.

	Approving Authority:	Approval Initials	Comments:	Date Reviewed
1st	ITD(for all ITD related contracts)			
2nd	County Counsel (required)		Brian P. Briggs	6-27-17
3rd	Risk Management (non-standard insurance and/or indemnity provisions)			
4th	Auditor-Controller (required)		PLEASE CALL JOHN S. @ x6617 FOR PICKUP. URGENT ITEM - DO NOT MAIL THANKS!	6-28-17
5th	Contracts/Purchasing (required)		7/25/17	6-30-17
	Return to Originating Department Instructions		John Snively x6617	

* In the event that one of the approving authorities has an issue with the document and will not sign, the document shall be returned immediately to the originating department's key contact person identified herein along with a brief written explanation regarding the issue. Once that issue is corrected, the originating department shall restart the routing process again from the beginning by resubmitting the document through the approval process. The original Routing Form should be included for reference.

MYA #: *

Revised 20151217. Ver10



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12490; A-12548

Upon motion of Supervisor Alejo, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 3 to Agreement No. A-12490 with Michael Baker International, Inc. to increase the not to exceed amount of \$800,000 by \$300,000 for Fiscal Year 2017-18, for a total Agreement amount not to exceed \$1,100,000 to continue to provide permit application review services and extend the expiration date from July 16, 2017 for one (1) additional year through July 16, 2018, for a revised term from July 16, 2013 to July 16, 2018; and
- b. Approved Amendment No. 2 to Agreement No. A-12548 with Rincon Consultants, Inc. to increase the not to exceed amount of \$800,000 by \$300,000 for Fiscal Year 2017-18, for a total Agreement amount not to exceed \$1,100,000 to continue to provide permit application review services and extend the expiration date from August 16, 2017 for one (1) additional year through August 16, 2018, for a revised term from August 16, 2013 to August 16, 2018; and
- c. Authorized the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to execute Amendment No. 3 to Agreement No. A-12490 and Amendment No. 2 to Agreement No. A-12548.

PASSED AND ADOPTED this 11th day of July 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams

NOES: None

ABSENT: None

I, Gail T. Borkowski, 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 said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting July 11, 2017.

Dated: July 24, 2017
File ID: 17-0716

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By

Deputy

**AMENDMENT NO. 3
TO AGREEMENT BETWEEN COUNTY OF MONTEREY AND
MICHAEL BAKER INTERNATIONAL, INC.**

THIS AMENDMENT NO. 3 to the Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Michael Baker International, 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 an Agreement with County on July 16, 2013 (hereinafter, "Agreement") to provide permit application review services (hereinafter, "services") through July 16, 2016 with the option to extend the Agreement for two (2) additional one (1) year period(s), for an amount not to exceed \$100,000 per fiscal year (FY) for a total amount not to exceed \$300,000 for the initial three (3) year term in accordance with the terms and conditions of the Agreement; and

WHEREAS, Agreement was amended by the Parties on August 31, 2015 (hereinafter, "Amendment No. 1") to revise the CONTRACTOR's legal name with no extension to the term and with no increase to the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 28, 2016 (hereinafter, "Amendment No. 2", including Attachment A-1 – Revised Pricing Sheet, effective July 17, 2016) to extend the term for one (1) additional year through July 16, 2017, to update the Pricing Sheet, and to maintain the not to exceed amount at \$100,000 per FY for the initial three (3) year term and approve an optional additional one (1) year extension with the cost for services during that period not to exceed \$500,000, which resulted in a total not to exceed amount of \$800,000; and

WHEREAS, the County has a continued need for services; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year through July 16, 2018, and to increase the cost for services by \$300,000 for FY 2017-18, for a total not to exceed amount of \$1,100,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

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

1. Amend Paragraph 3.1 under Section 3.0, "Term of Agreement", to read as follows:

The term of the AGREEMENT will be from July 16, 2013 to July 16, 2018.

2. Amend Paragraph 4.1 under Section 4.0, "Compensation and Payments", to read as follows:

It is mutually understood and agreed by both Parties that the CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as Attachments A and A-1. The total amount of this AGREEMENT shall not exceed \$100,000 per fiscal year for the initial three (3) year term of this AGREEMENT. Additionally, the total amount of this AGREEMENT shall not exceed \$500,000 for the first additional one (1) year period extension and shall not exceed \$300,000 for the second additional one (1) year period extension beyond the initial term for a total AGREEMENT amount not to exceed \$1,100,000.

3. Amend Paragraph 18.2 under Section 18.0, "Notices", to read as follows:

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Brandon Swanson
RMA Services Manager
County of Monterey, Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
Phone: (831) 755-5334
Fax: (831) 755-4958
Email: swansonb@co.monterey.ca.us

TO CONTRACTOR:

Tad Stearn
Vice President
Michael Baker International, Inc
2729 Prospect Park Drive, Suite 220
Rancho Cordova, California 95670
Phone: (916) 361-8384
Fax: (916) 361-1574
Email: tstearn@mbakerintl.com

4. 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
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: [Signature]
Contracts/Purchasing Officer

Date: 7/25/17

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

By: [Signature]
Brian P. Briggs
Deputy County Counsel

Date: 6-27-17

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 6-28-17

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

Michael Baker International, Inc.
Contractor's Business Name

By: [Signature]
(Signature of Chair, President or Vice President)

Its: Phillip O. Carter, Vice President
(Print Name and Title)

Date: June 26, 2017

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Assistant Treasurer)

Its: Pam Warfield, Assistant Secretary
(Print Name and Title)

Date: June 26, 2017

*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.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

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

By: _____
Brian P. Briggs
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

Michael Baker International, Inc.
Contractor's Business Name

By: _____
(Signature of Chair, President or Vice President)

Its: Philip O. Carter, Vice President
(Print Name and Title)

Date: June 26, 2017

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

Its: Pam Warfield, Assistant Secretary
(Print Name and Title)

Date: June 26, 2017

*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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/02/2016

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
Aon Risk Services Central, Inc.
Pittsburgh PA Office
Dominion Tower, 10th Floor
625 Liberty Avenue
Pittsburgh PA 15222-3110 USA

CONTACT
NAME:
PHONE
(A/C. No. Ext): (866) 283-7122 FAX
(A/C. No.): (800) 363-0105
E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED
Michael Baker International, Inc.
Formerly Pacific Municipal
Consultants (PMC)
2729 Prospect Park Drive, Suite 220
Rancho Cordova CA 95670 USA

INSURER A:	Liberty Mutual Fire Ins Co	23035
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	National Union Fire Ins Co of Pittsburgh	19445
INSURER D:	Lloyd's Syndicate No. 2623	AA1128623
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 570063541390

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		TB2681004145716	08/30/2016	08/30/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		AS2-681-004145-726	08/30/2016	08/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000		BE060476715	08/30/2016	08/30/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	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 N	WA768D004145776 AOS WC7681004145786 WI	08/30/2016	08/30/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	E&O-PL-Primary		QC1602675 Professional & Pollution SIR applies per policy terms & conditions	08/31/2016	08/31/2017	Per Claim \$5,000,000 Aggregate \$5,000,000

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

Projects as on file with the insured including but not limited to Permit Application Review Svcs RFQ 10382. County of Monterey, its officers, agents and employees are named as additional insureds on the general liability policy.

CERTIFICATE HOLDER

CANCELLATION

County of Monterey
Contracts/Purchasing
168 W. Alisal St., 3rd Fl.
Salinas CA 93901-2439 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

Holder Identifier : ACFHI

Certificate No : 570063541390

POLICY NUMBER: TB2-681-004145-716

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PARTThe following is added to Paragraph 8, Transfer Of
Rights Of Recovery Against Others To Us of
Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

As required by a written contract or agreement entered into prior to loss

Policy Number: AS2-681-004145-726
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

Policy Number: AS2-681-004145-726

Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
 MOTOR CARRIER COVERAGE PART
 GARAGE COVERAGE PART
 TRUCKERS COVERAGE PART
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART

Schedule	
Name of Other Person(s)/ Organization(s):	Email Address:
Per schedule on file with the Company	Per schedule on file with the Company

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above by email as soon as practical after notifying the first Named Insured.
- B. This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-68D-004145-776

Premium \$

Issued to Michael Baker Corporation

Policy Number TB2-681-004145-716

Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
 MOTOR CARRIER COVERAGE PART
 GARAGE COVERAGE PART
 TRUCKERS COVERAGE PART
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY - UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company	Per schedule on file with the company	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule on file with the company		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-68D-004145-776

Premium \$

Issued to Michael Baker Corporation