AMENDMENT NO. 3 TO AGREEMENT BETWEEN COUNTY OF MONTEREY AND WALD, RUHNKE & DOST ARCHITECTS, LLP

THIS AMENDMENT NO. 3 to Agreement No. A-12679 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Wald, Ruhnke & Dost Architects, 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-12679 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 26, 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 18, 2018 (hereinafter, "Amendment No. 2", including Attachment K-2, Revised Fee Schedule effective May 21, 2018) to update the provisions of the Agreement, to update the Fee Schedule, 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, 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, 2020 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. 3.

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:

The term shall commence with the signing of the AGREEMENT, May 20, 2014, through and including May 20, 2020.

Page 1 of 3

2. Amend Paragraph 5.1 of Section 5.0, "Invoices and Purchase Orders", to read as follows:

Invoices under this AGREEMENT shall be submitted monthly and promptly, and in accordance with Paragraph 4.0, "Compensation and Payments", of the AGREEMENT. All invoices shall reference the Multi-Year Agreement (MYA) number #3000*1204, Project Name and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: <u>RMA-Finance-AP-GP@co.monterey.ca.us</u>.

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

TO COUNTY:

Julie A. Lupkin

Management Analyst II

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

1441 Schilling Place, South 2nd Floor

Salinas, California 93901-4527

Phone: (831) 755-4930 Fax: (831) 755-4958

Email: lupkinj@co.monterey.ca.us

- 4. All other terms and conditions of the Agreement remain unchanged and in full force.
- 5. 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.
- 6. 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

COUNTY OF MONTEREY	CONTRACTOR*				
By:	Wald, Ruhnke & Dost Architects, LLP				
Contracts/Purchasing Officer Date:	Contractor's Business Name By: (Signature of Chair, President or Vice President)				
Approved as to Form and Legality Office of the County Counsel-Risk Management Charles J. McKee, County Counsel-Risk Manager	Its: Henry Ruhnke, Partner (Print Name and Title)				
Ву:	Date:				
Mary Grace Perry Deputy County Counsel	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)				
Date:	Its: Christopher Barlow, Partner				
Approved as to Fiscal Provisions	(Print Name and Title)				
By: Auditor/Controller	Date: April 8, 2019				
Date:					
Approved as to Indemnity and Insurance Provisions Office of the County Counsel-Risk Management Charles J. McKee, 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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Amendment No. 3 to Agreement No. A-12679 Wald, Ruhnke & Dost Architects, 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, 2019 Not to Exceed: \$5,000,000 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	CONTRACTOR*
Ву:	
Marie	Wald, Ruhnke & Dost Architects, LLP
Contracts/Purchasing Officer	Contractor's Business Name
Date: 5-28-19	By: (Signature of Chair, President or Vice President)
Approved as to Form and Legality	Its: Henry Ruhnke, Partner
Office of the County Counsel-Risk Management	(Print Name and Title)
Charles J. McKee, County Counsel-Risk Manager	
By:	Date:
Mary Grace Perry Deputy County Counsel	By:
Date: $4-10-30/9$	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
\wedge	Its: Christopher Barlow, Partner
Approved as to Fiscal Provisions By: Auditor/Controller	(Print Name and Title) Date: April 8, 2019
Date:	
Approved as to Indemnity and Insurance Provisions Office of the County Counsel-Risk Management Charles J. McKee, 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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CERTIFICATE OF LIABILITY INSURANCE

1/31/2019

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(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).

this certificate does not comer rights to the certificate holder	in neu of such endorsement(s).				
PRODUCER	CONTACT NAME: Jo Lusk				
Dealey, Renton & Associates P. O. Box 12675		FAX (A/C, No): 510-452-2193			
Oakland CA 94604-2675	E-MAIL ADDRESS: jlusk@dealeyrenton.com				
	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: American Automobile Ins. Co.	21849			
WALDRUHNK Wald, Ruhnke & Dost Architects, LLP	INSURER B : Argonaut Insurance Company	19801			
2340 Garden Road, Suite 100	INSURER C:				
Monterey CA 93940	INSURER D :				
	INSURER E :	INSURER E :			
	INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 204361070

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.

ISR TR		TYPE OF INSURANCE	ADDL	SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	Х	CLAIMS-MADE X OCCUR	Y	Y	AZC80923893	10/13/2018	10/13/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 1,000,000
	_							MED EXP (Any one person)	\$10,000
L								PERSONAL & ADV INJURY	\$2,000,000
L	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
-	4	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
4		OTHER:							\$
١ ا	AUT	OMOBILE LIABILITY	Y	Υ	MZA80334146	10/13/2018	10/13/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	_								\$.
,	Х	UMBRELLA LIAB X OCCUR			AZC80923893	10/13/2018	10/13/2019	EACH OCCURRENCE	\$3,000,000
	_	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$3,000,000
\perp		DED X RETENTION\$ 10,000							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY Y/N		Y	SCW0046331801	10/13/2018	10/13/2019	X PER OTH-	
O (It		PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$1,000,000
	Man	datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
_ i	DESC	, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
	Profe	ssional Liability			121AE000164800	8/28/2018	8/28/2019	\$2,000,000 \$5,000,000	per Claim Annual Aggregate

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

Re: All Operations of the Named Insured - County of Monterey its officers, officials, employees and volunteers are named as additional insureds as respects general and auto liability for claims arising from the operations of the named insured, per policy form wording. Insurance is primary and non-contributory and a severability of interests clause applies per policy form. A Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers' Compensation. 30 Days Notice of Cancellation.

CERTIFICATE HOLDER	CANCELLATION 30 Day Notice of Cancellation			
County of Monterey Planning, Engineering & Environmental Compliance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
580 Pacific Street Monterey CA 93940	AUTHORIZED REPRESENTATIVE			

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Additional Insured - Owners, Lessees or Contractors - AB 90 67 12 93

Policy Amendment Section II

Insured: Wald, Ruhnke & Dost Architects, LLP

Policy Number: AZC80923893

Producer: Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675

Effective Date: 10/13/2018

Schedule

Name of Person(s) or Organization(s)

Re: All Operations of the Named Insured - County of Monterey, its officers, officials, employees and volunteers.

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

The following is added to Part I - WHO IS AN IN-SURED in the Business Liability Section of this policy

arising out of your work for that insured by or for you.

5. The person or organization shown in the Schedule is also an insured, but only with respect to liability

All other terms and conditions of the policy apply.

This Form must be attached to Change Endorsement when issued after the policy is written. One of the Fireman's Fund Insurance Companies as named in the policy

Michael & Laborco

EXCERPTS FROM: Fireman's Fund ABC MULTICOVER - AB 91 89 08 07

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: AMERICAN BUSINESS COVERAGE

2. Blanket Additional Insured

Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

- f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
 - (1) Coverage is limited to their liability arising out of:
 - (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
 - (b) your ongoing operations performed for that insured; or
 - (c) that insured's financial control of you; or
 - (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. Blanket Waiver of Subrogation

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

- 6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
 - b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.
- 19. **Common Policy Conditions** (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:
 - 2. Coverage C Liability

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: PROPERTY/LIABILITY POLICY -- AB 90 00 12 93

II. K. 5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.

FleetCover® Endorsement - CA 70 18 10 14

Policy Amendment(s)

This endorsement modifies insurance provided under the following:

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.

A. Broadened Named Insured

Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

- (1) There is no other similar insurance available to that organization; and
- (2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of the United States of America.

However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to **bodily injury** or **property damage** that results from an **accident** that occurred before you acquired or formed the organization; and
- (c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and
- (d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an insured under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B. Broadened Who Is an Insured

- 1. Form CA0001 (if attached to this policy), Section II Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and d. is added as follows:
 - d. Your employee while using with your permission his owned auto, or an auto owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that auto.

This Form must be attached to Change Endorsement when issued after the policy is written. One of the Fireman's Fund Insurance Companies as named in the policy

- 2. Form CA0020 (if attached to this policy), Section II Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:
 - f. Your employee or agent while using with your permission his owned private passenger type auto, or a private passenger type auto owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that auto.

C. Additional Insured Coverage and Waiver of Subrogation

Form CA0001 (if attached to this policy), Section II - Covered Autos Liability Coverage, A. Coverage, 1.
Who Is An Insured, the following is added as item e.; and form CA0020 (if attached to this policy), Section II - Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured; the following is added as item g.:

Any person or organization with respect to the operation, maintenance, or use, of a covered auto, provided that you and such person or organization have agreed under an expressed provision in a written insured contract or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an insured.

However, such person or organization is an insured:

- (1) Only with respect to the operation, maintenance, or use, of a covered auto; and
- (2) Only for bodily injury or property damage caused by an accident which takes place after:
 - (a) You executed the insured contract or written agreement; or
 - (b) The permit has been issued to you.
- Form CA0001 (if attached to this policy), Section IV Business Auto Conditions, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, A. Loss Conditions, item 6.; the following is added:

Waiver of Subrogation

If required by a:

- a. Written insured contract or written agreement executed prior to the accident; or
- b. Written permit issued to you by a governmental or public authority prior to the accident;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of a covered auto.

D. Auto Medical Payments - Increased Limit

For each covered auto described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those autos is revised to the greater of:

- 1. \$5,000; or
- 2. The limit shown in the Declarations.

E. Hired Auto Physical Damage Coverage and Loss of Use Expenses

Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered autos, the following applies:

Any auto that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However, any such auto:

- 1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered autos;
- 2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered auto, except any Comprehensive Coverage deductible does not apply to loss caused by fire or lightning; and
- 3. The most we will pay for any one loss in any one accident is the lesser of the following:
 - Actual Cash Value of the damaged or stolen property as of the time of the loss as determined by us;
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered loss only for a maximum time period of seven days beginning with the date of loss, subject to a maximum of \$500.

However:

- (1) If form CA0001 is attached to this policy, this coverage does not apply to autos you lease, hire, rent or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and
- (2) If form CA0020 is attached to this policy, this coverage does not apply to any private passenger type auto you lease, hire, rent or borrow from any member of your household, any of your employees, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

Hired Auto Loss of Use Expenses

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; is deleted and replaced by the following:

- b. For Hired Auto Physical Damage, we will pay expenses for which an Insured becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:
 - (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered auto;
 - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered auto; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered auto.

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

Workers' Compensation and Employers' Liability Insurance Policy Waiver of Our Right to Recover From Others Endorsement - California WC 04 03 06

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: Wald, Ruhnke & Dost Architects, LLP

Policy Number SCW0046331801

Producer: Dealey, Renton & Associates

Effective Date 10/13/2018

Schedule

Person or Organization
City of Monterey
Planning, Engineering & Environmental
Compliance

580 Pacific Street Monterey CA 93940

Additional Premium %

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.)

Job Description

Re: All Operations of the Named Insured - The City of Monterey, its officers, officials, employees and volunteers.

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 the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.

