AMENDMENT NO. 3 TO AGREEMENT BETWEEN COUNTY OF MONTEREY AND LIONAKIS

THIS AMENDMENT NO. 3 to Agreement No. A-12598 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Lionakis (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, on November 5, 2013, the Board of Supervisors (BOS) approved Agreement No. A-12598 which CONTRACTOR entered into with County on November 18, 2013 (hereinafter, "Agreement") to provide architectural services for schematic design through construction (hereinafter, "services") for the Jail Housing Addition (hereinafter, "Project") through and including June 30, 2018 for an amount not to exceed \$2,608,643; and

WHEREAS, additionally on November 5, 2013, the BOS adopted Resolution No. 13-339 which authorized the expansion of Agreement No. A-12598 to increase its scope to comply with State full conditional award milestones with a not to exceed additional amount of \$3,500,000 for additional architectural services; and

WHEREAS, Agreement was amended by the Parties on March 25, 2014, (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to extend the term for six (6) additional months through December 31, 2018 and to increase the Agreement amount by \$2,029,408 (of the previously BOS approved \$3,500,000) which resulted in a total not to exceed amount of \$4,638,051; and

WHEREAS, Agreement was amended by the Parties on December 20, 2018, (hereinafter, "Amendment No. 2") to update the indemnification provisions of the Agreement and to extend the term for one (1) additional year through December 31, 2019 with no increase in the not to exceed amount; and

WHEREAS, additional funding is necessary to provide the services required by the County and to allow for completion of the Project; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$342,872 for a total amount not to exceed \$4,980,923 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 4.1 of Section 4.0, "Compensation and Payments", to read as follows:

It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT and as amended in accordance with the pricing sheet attached to Amendment No. 1, and as further increased by this Amendment No. 3 in the amount of \$342,872, for a total amount not to exceed \$4,980,923.

2. Amend the "Business Automobile Liability Insurance" section of Paragraph 7.3, "Insurance Coverage Requirements" under Section 7.0, "Insurance Requirements", to read as follows:

<u>Business Automobile Liability Insurance</u>, covering all motor vehicles, including leased, non-owned and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

- 3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
- 4. 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.
- 5. 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.

CONTRACTOR*

COLINITY OF MONTEDEY

COUNTY OF MONTERES	CONTRACTOR
By:	Lionakis
Contracts/Purchasing Officer	Contractor's Business Name
Date:	By: (Signature of Chair, President or Vice President)
Approved as to Form and Legality Office of the County Counsel-Risk Management	Its: Nicholas Docous, Chair (Print Name and Title)
Charles J. McKee, County Counsel-Risk Manager	Date: April 22, 2019
Robert M. Shaw Deputy County Counsel	By: Moleculary, CFO,
Date:	Treasurer or Asst. Treasurer)
	Its: Andrew Deeble, CFO (Print Name and Title)
Approved as to Fiscal Provisions	Date: April 22, 2019
By: Auditor/Controller	
Date:	
Approved as to Indemnity and Insurance Provision Office of the County Counsel-Risk Management Charles J. McKee, County Counsel-Risk Manager	S
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.

Page 3 of 3

Amendment No. 3 to Agreement No. A-12598
Lionakis
Jail Housing Addition (RFQ #10401)
RMA – Public Works – Architectural Services
Term: November 18, 2013 – December 31, 2019
Not to Exceed: \$5,066,023

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:	
Contracts/Purchasing Officer	Lionakis Contractor's Business Name
Contracts/1 titelasting Officer	A .
Date:	By: (Signature of Chair, President or Vice President)
Approved as to Form and Legality	Its: Nicholas Pocous, Chair
Office of the County Counsel-Risk Management	(Print Name and Title)
Charles J. McKee, County Counsel-Risk Manager	Date: April 22, 2019
Bu solely	Date: APVLI 0019
By: Robert M. Shaw	0 1001
Deputy County Counsel	By: (hole tite
	(Signature of Secretary, Asst. Secretary, CFO.
Date: A 22 26-9	Treasurer or Asst. Treasurer)
Date.	Its: Andrew Deeble, CFO
	(Print Name and Title)
Approved as to Fiscal Provisions	(time ranke and title)
1.	Date: April 22, 2019
By:	
Auditor/Controller	
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.

Page 3 of 3

Amendment No. 3 to Agreement No. A-12598 Lionakis

Jail Housing Addition (RFQ #10401)

RMA - Public Works - Architectural Services

Term: November 18, 2013 - December 31, 2019

Not to Exceed: \$5,066,023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/24/2018

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.

	SUBROGATION IS WAIVED, subject his certificate does not confer rights				uch end	orsement(s)		require an endorsement	. A sta	tement on
	DUCER				CONTAC NAME:	T Doris A Ch	ambers			
Dealey, Renton & Associates				PHONE (A/C, No): 510-465-3090 (A/C, No): 510-452-2193						
	n: Ďavid C. Eckman O. Box 12675						rs@dealeyre		0.10 102	2100
	Ikland CA 94604-2675				ADDRES	1,000	7775 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -			NAIC#
					INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of Ameri				25674	
INSURED LIONAKIS					INSURER B : Travelers Indemnity Co. of Connecticut					25682
Lionakis					INSURER 6 : Traverers indemnity Co. of Connecticut					37885
1919 - 19th Street Sacramento CA 95814					INSURER D :					01000
					INSURER E :					
					INSURE					
co	VERAGES CER	TIFIC	CATE	NUMBER: 1289317191	, moone,			REVISION NUMBER:		
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Α	X COMMERCIAL GENERAL LIABILITY	Υ	Υ	6808J101951		9/1/2018	9/1/2019	EACH OCCURRENCE	\$ 1,000,0	00
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,0	
								MED EXP (Any one person)	\$ 5,000	
								PERSONAL & ADV INJURY	\$ 1,000,0	00
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,0	00
	POLICY X PRO-			8.6				PRODUCTS - COMP/OP AGG	\$ 2,000,0	00
	OTHER:								\$	
В	AUTOMOBILE LIABILITY	Y	Υ.	BA8J095706		9/1/2018	9/1/2019	COMBINED SINGLE LIMIT - (Ea accident)	\$ 1,000,0	00
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS AUTOS							BODILY INJURY (Per accident)	\$	
	X HIRED X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
					-				\$	
Α	X UMBRELLALIAB X OCCUR	Y	Υ	CUP8J102449		9/1/2018	9/1/2019	EACH OCCURRENCE	\$ 5,000,000	
	EXCESS LIAB CLAIMS-MADE			1178 4834 414				-AGGREGATE	\$ 5,000,0	00
	DED RETENTION\$								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Υ	UB3J842371	9/1/2018	9/1/2018	9/1/2019	X PER STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE N	N/A						E.L. EACH ACCIDENT	\$ 1,000,000	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,0	00
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,0	00
С	Professional Liability Claims Made			DPR9931445	,	9/1/2018	9/1/2019	\$5,000,000 per Claim \$5,000,000 Anni Aggr.		
REI emi Cor	EXIPTION OF OPERATIONS / LOCATIONS / VEHICLE F: ALL OPERATIONS OF THE NAMED ployees per attached endorsement #CG attributory bases per the attached endors interey, its officers, agents and employee	INSL D3 6 emer	IRED 1 03 at #Cd): GENERAL LIABILITY AC 05 & CG2037 0704. The C G D3 61 03 05 & CG2037 I	DDITÍON Commerc 0704. A	AL INSUREI ial General L UTOMOBILE	D: The Count Liability cover	y of Monterey, its officers, age applies on a Primary	and No)
CEI	RTIFICATE HOLDER				CANC	ELLATION 3	30 Day NOC/	10 Day for NonPay of Pre	m	
County of Monterey Contracts/Purchasing Dept. 168 W. Alisal Street, 3rd Floor Salinas CA 93901						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				

COMMERCIAL GENERAL LIABILITY ISSUED DATE: 9/24/2018

POLICY NUMBER: 6808J101951

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE – ADDITIONAL INSUREDS – PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a., Primary Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part 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:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

COMMERCIAL GENERAL LIABILITY ISSUED DATE: 9/24/2018

POLICY NUMBER: 6808J101951

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that you agree in a written contract

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

The TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US Condition (Section IVCOMMERCIAL GENERAL LIABILITY CONDITIONS)
is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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 hazards." This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: BA8J095706

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Lionakis

Endorsement Effective Date: 9/1/2018

SCHEDULE

Name Of Person(s) Or Organization(s): ALL OPERATIONS OF THE NAMED INSURED. The County of Monterey, its officers, agents and employees.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: BA8J095706

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULED PERSONS OR ORGANIZATIONS

NAME OF PERSON OR ORGANIZATION CONTINUATION:

The County of Monterey, its officers, agents and employees0

PROVISIONS

A. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II-LIABILITY COVERAGE:

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section

B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV - BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph A.5., Transfer of Rights Of Recovery Against Others To Us, of the CONDITIONS Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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: Lionakis

Policy Number UB3J842371

Producer: Dealey, Renton & Associates

Effective Date 9/1/2018

Schedule

Person or Organization County of Monterey Contracts/Purchasing Dept. 168 W. Alisal Street, 3rd Floor Salinas CA 93901

Job Description

ALL OPERATIONS OF THE NAMED INSURED. The County of Monterey, its officers, agents and employees.

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.) 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.

RILC. E

Authorized Representative