



AMENDMENT NUMBER 5
MA-108-10012441
A-E Project Management Service Agreement
With
Project Dimensions Inc.

This AMENDMENT NUMBER 5, to MA-108-10012441, A-E Project Management Service Agreement (hereinafter "Amendment No. 5") is made upon execution of all necessary signatures, between the County of Orange, OC Dana Point Harbor, a political subdivision of the State of California (hereinafter "County") and Project Dimensions Inc., with a place of business at 4 Park Plaza, Suite 700, Irvine CA 92614 (hereinafter referred to as "Contractor").

WHEREAS, County and Contractor executed an A-E Project Management Services Agreement, commencing on March 25, 2003; (hereinafter referred to as "Original Contract"); and

WHEREAS the Board of Supervisors approved an extension of the Original Contract for fifteen (15) months (Amendment 1) for an expiration date of June 25, 2009, by minute order dated July 19, 2005, and;

WHEREAS the Board of Supervisors approved an additional extension of the Original Contract (Amendment 2) for three (3) years for an expiration date of June 25, 2012, by minute order dated June 2, 2009, and;

WHEREAS the Contractor agreed to participate in the Contractor Cost Reduction starting on July 1, 2012, by minute order dated June 25, 2011.

WHEREAS the Board of Supervisors approved an extension of the Original Contract (Amendment 3) for additional twelve (12) months for an expiration date of June 25, 2013, by minute order dated June 21, 2011 and;

WHEREAS the Board of Supervisors approved an extension of the Original Contract for additional twelve (12) months (Amendment 4), commencing on June 26, 2012 through and including June 25, 2013 and increase the Contract an additional amount of four million, seven hundred and one thousand, three hundred and ten dollars (\$4,701,310), not to exceed thirteen million, one hundred and eighty three thousand, three hundred and ten dollars (\$13,183,310).

WHEREAS, County and Contractor desires to amend the Contract to extend the Contract for an additional five (5) years.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

1. All references to "PRRD" in the Original Contract shall be replaced with OC Dana Point Harbor or "OCDPH".
2. The term of the Original Contract shall be extended for additional five (5) years, commencing on June 26, 2013 through and including June 25, 2018.



3. Increase the Original Contract for an additional four million, seven hundred and one thousand, three hundred and ten dollars (\$4,701,310) for a revised total not to exceed thirteen million, one hundred and eighty three thousand, three hundred and ten dollars (\$13,183,310),
4. All other terms and conditions of the Original Contract not modified by this Amendment No. 5 shall remain in full force and effect.
5. The following terms and conditions of the Original Contract shall be deleted:

Attachment A - Scope of Work, Section B. Paragraph 20, Legal Support – Provide resources (including legal opinions) and expertise the areas of real estate, public retentions, project management, financial planning, and public works requirements, as needed.

6. The following terms and conditions of the Original Contract shall be amended in its entirety as follows:

Paragraph 10 **INSURANCE PROVISIONS**

Prior to the provision of services under this contract, the A-E agrees to purchase all required insurance at A-E's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. The County reserves the right to request the declarations page showing all endorsements and a certified copy of the policy. In addition, all subcontractors performing work on behalf of A-E pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If no deductibles or SIRs apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. A-E shall be responsible for reimbursement of any deductible to the insurer. **If the A-E fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.**

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**.



If the insurance carrier is not a non-admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the County CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the A-E shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Environmental/Pollution Liability	\$1,000,000 per claims made or occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange and



members of the Board of Supervisors, its elected and appointed officials, officers, employees and agents.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

7. Except as amended herein, all other terms and conditions, including the terms of the Original Contract and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain unchanged, in full force and effect.



The parties hereto have executed this Amendment No. 5 on the dates shown opposite their respective signatures below.

PROJECT DIMENSIONS INC.:

Signature

Date

Signature

Date

** If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

COUNTY OF ORANGE, OC Dana Point Harbor

By:

Date:

Jerry Gee, Contracts and Procurement Administrator
Deputy Purchasing Agent