

**AMENDMENT NO. 1  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
THE PAUL DAVIS PARTNERSHIP, LLP**

**THIS AMENDMENT NO. 1** to the Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and The Paul Davis Partnership, 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 an Agreement 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 for an amount not to exceed \$5,000,000; and

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

**WHEREAS**, CONTRACTOR's Fee Schedule requires an update effective May 21, 2017; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term for one (1) additional year to May 20, 2018 and to update the Fee Schedule effective May 21, 2017 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. 1.

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

1. Amend Paragraph 1.1 of Section 1.0, Performance of the Agreement, to delete "This AGREEMENT with Attachment K: Fee Schedule/Pricing Sheet" and add "This AGREEMENT with Attachment K-1: Revised Fee Schedule, effective May 21, 2017".
2. In all places within the Agreement, any reference to Attachment K: Fee Schedule/Pricing Sheet is hereby replaced with Attachment K-1: Revised Fee Schedule, effective May 21, 2017.
3. 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, 2018, with the option to extend the AGREEMENT for one (1) additional one (1) year period.

4. 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 Section 5.0, Invoices and Purchase Orders, of the AGREEMENT. All invoices shall reference the AGREEMENT Multi-Year Agreement (MYA) number

(#MYA 3000 \*1204), project name and associated Delivery Order number, and an original hardcopy shall be sent to the following:

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

Any questions pertaining to invoices under this AGREEMENT shall be directed to the RMA – Finance Division at (831) 755-4800.

5. Amend Paragraph 5.2 of Section 5.0, “Invoices and Purchase Orders”, to delete the first sentence.
6. Amend Paragraph 21.2 of Section 21.0, “Notices”, to read as follows:

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

TO COUNTY:

Donald D. Searle  
Acting Chief of Public Works and Facilities  
County of Monterey, Resource Management Agency  
1441 Schilling Place – South, 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Phone: (831) 755-4800  
Fax: (831) 755-4958  
Email: [searledd@co.monterey.ca.us](mailto:searledd@co.monterey.ca.us)

TO CONTRACTOR:

Paul W. Davis  
Principal  
The Paul Davis Partnership, LLP  
286 El Dorado Street  
Monterey, California 93940  
Phone: (831) 373-2784  
Fax: (831) 373-7459  
Email: [info@pauldavispartnership.com](mailto:info@pauldavispartnership.com)

7. All other terms and conditions of the Agreement remain unchanged and in full force.
8. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
9. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

\_\_\_\_\_ The Paul Davis Partnership, LLP  
Contractor's Business Name

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

Its: \_\_\_\_\_ Paul W. Davis, Partner  
(Print Name and Title)

Date: \_\_\_\_\_ 5/16/17

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

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Its: \_\_\_\_\_ Paul E. Davis, Partner  
(Print Name and Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_ 5/16/17

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\*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.

**ATTACHMENT K-1: REVISED FEE SCHEDULE**  
**Effective May 21, 2017**

**The Paul Davis Partnership, LLP**

<b>Staff</b>	<b>Fiscal Year* 2017 Hourly Rates</b>	<b>Fiscal Year* 2018 Hourly Rates (effective only through May 20, 2018)</b>
Principal/Owner	\$200.00	\$200.00
Project Manager	\$155.00	\$155.00
Project Architect	\$140.00	\$140.00
Project Designer	\$135.00	\$135.00
CADD Technician	\$100.00	\$100.00
Specification Writer	\$145.00	\$145.00
Clerical	\$45.00	\$45.00

\*Fiscal Year = July 1 - June 30

<b>Reimbursables</b>	<b>Total Cost (if applicable)</b>	<b>% of Markup</b>
Mileage	Current Standard IRS Rate	0%
Add Service – Reproduction Printing:		
8.5 x 11 black/white per page	\$0.10	0%
11 x 17 black/white per page	\$0.15	0%
8.5 x 11 color per page	\$0.75	0%
11 x 17 color per page	\$1.00	0%
12 x 18 per sheet	\$0.75	0%
15 x 21 per sheet	\$1.10	0%
17 x 22 per sheet	\$1.30	0%
24 x 36 per sheet	\$3.00	0%
30 x 42 per sheet	\$4.50	0%
Outside Reproduction	At cost	10%
Add Service – Media:		
24" x 36" Foam Core	\$7.50	0%
30" x 42" Foam Core	\$9.00	0%
CD	\$5.00	0%
DVD	\$7.50	0%
Postage/Freight/Delivery Service	At cost	0%
Subconsultants	At cost	10%

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 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: 5-22-17

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

By: [Signature]  
Mary Grace Perry  
Deputy County Counsel

Date: May 18 2017

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 5-19-17

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**CONTRACTOR\***

The Paul Davis Partnership, LLP  
Contractor's Business Name

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

Its: Paul W. Davis, Partner  
(Print Name and Title)

Date: 5/16/17

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

Its: Paul E. Davis, Partner  
(Print Name and Title)

Date: 5/16/17

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**ATTACHMENT K-1: REVISED FEE SCHEDULE**  
**Effective May 21, 2017**

**The Paul Davis Partnership, LLP**

<b>Staff</b>	<b>Fiscal Year* 2017 Hourly Rates</b>	<b>Fiscal Year* 2018 Hourly Rates (effective only through May 20, 2018)</b>
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DVD	\$7.50	0%
Postage/Freight/Delivery Service	At cost	0%
Subconsultants	At cost	10%

Client#: 468

PAULDAVIS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/25/2016

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 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: Dealey, Renton & Associates... CONTACT NAME: ... PHONE (A/C, No, Ext): 510 465-3090... FAX (A/C, No): 510 452-2193... INSURER A: Travelers Property Casualty Co... INSURER B: U.S. Specialty Insurance Compan... INSURER C: Travelers Indemnity Co. of Conn...

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) General Liability policy excludes claims arising out of the performance of professional services.

RE Misc. Monterey County Projects - On-Call Architectural Services - Monterey County

GENERAL LIABILITY ADDITIONAL INSURED: The County of (See Attached Descriptions)

CERTIFICATE HOLDER: County of Monterey Contracts/Purchasing Div. 168 West Alisal St., 3rd Fl. Salinas, CA 93901. CANCELLATION: 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: Naomi M. Bassett

DESCRIPTIONS (Continued from Page 1)

Monterey, its officers, agents and employees

Insurance is primary and non-contributory, per policy wording.



POLICY NUMBER: 6800H902008

COMMERCIAL GENERAL LIABILITY  
ISSUE DATE: 08/12/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

### SCHEDULE

NAME OF PERSON(S) OR ORGANIZATION(S): County of Monterey  
Contracts/Purchasing Div.  
168 West Alisal St., 3rd Fl.  
Salinas, CA 93901

### PROJECT/LOCATION OF COVERED OPERATIONS:

GENERAL LIABILITY ADDITIONAL INSUREDS The County of Monterey, its officers, agents and employees Insurance is primary and non-contributory, per policy wording.

### PROVISIONS

A. The following is added to WHO IS AN INSURED (Section II):

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of 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 "products-completed operations hazard."

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply to the rendering of or failure to render any "professional services".
- e. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the LIMITS OF INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a contract or agreement requiring insurance that, for the additional insured shown in the Schedule, the insurance provided to that additional insured under this

## COMMERCIAL GENERAL LIABILITY

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 the other insurance**, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance" for such additional insured. But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when the additional insured is also an additional insured under any other insurance.

- C. The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against the additional insured shown in the Schedule above because of payments we make for "bodily injury", "property damage" or "personal

injury" arising out of "your work" on or for the project, or at the location, shown in the Schedule above, performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that additional insured. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with that additional insured entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

- D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include the person or organization shown in the Schedule as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

POLICY NUMBER: BA5151L348

COMMERCIAL AUTO  
CA 20 48 10 13

**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:** The Paul Davls Partnership

**Endorsement Effective Date:** 08/12/2016

### SCHEDULE

**Name Of Person(s) Or Organization(s):**

The County of Monterey, its officers, agents and employees Insurance is primary and non-contributory, per policy form

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

Paragraph 5. **Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

**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.

**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**

County of Monterey 4  
Contracts/Purchasing Div.  
168 West Alisal St., 3rd Fl.  
Salinas, CA 93901

The County of Monterey, its officers, agents and employees  
insurance is primary and non-contributory, per policy form

### **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 II.

- 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.