

# **County of Monterey**

Board of Supervisors Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901



## **Meeting Agenda - Final**

**Friday, May 9, 2025**

**12:00 PM**

**50+ page Advance Reports for the Board of Supervisors meeting on Tuesday,  
May 20, 2025.**

### **Advance Reports Over 50 Pages**

**The following reports are scheduled for the Board of Supervisors meeting on Tuesday, May 20, 2025. The reports are being distributed 11 + days prior to the Board of Supervisors meeting due to the large volume of information. These reports are not numbered at this time.**

**Public Works and Facilities - Consent**

- a. Approve Amendment 2 to Professional Services Agreement No. A-15485, with The Paul Davis Partnership, LLP, to provide on-call architectural and engineering design services for projects in Monterey County under Request for Qualifications (RFQ) #10790, to increase the not to exceed amount to a total of \$7,000,000, and update agreement provisions;
- b. Approve Amendment 2 to Professional Services Agreement No. A-15485, with Nichols, Melberg & Rossetto AIA & Associates, Inc., to provide on-call architectural and engineering design services for projects in Monterey County under (RFQ) #10790, to increase the not to exceed amount to a total of \$7,000,000, and update agreement provisions;
- c. Approve additional term extensions for each Agreement under RFQ #10790 beyond the anticipated five-year term of the RFQ with no increase to the dollar amount or change in the scope of work to allow continuity of services for active projects initiated during the anticipated five-year term of each Agreement, subject to review and approval by the Office of the County Counsel and the Contracts & Purchasing Officer or their designee; and
- d. Authorize the Contracts & Purchasing Officer or their designee to execute said amendments and future amendments to said Agreements where the amendments do not significantly alter the scope of work or increase the approved amount of said Agreements.

**Attachments:**

[Board Report](#)

[Attachment A - Agmt Paul Davis](#)

[Attachment B - A1 Paul Davis](#)

[Attachment C - A2 Paul Davis](#)

[Attachment D - Agmt Nichols, Melburg & Rossetto](#)

[Attachments E - A1 Nichols, Melburg & Rossetto](#)

[Attachment F - A2 Nichols, Melburg & Rossetto](#)

[Attachment G - Ann'l Expenditures and Balance](#)



# County of Monterey

Item No.

## Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

Legistar File Number: A 25-159

May 20, 2025

Introduced: 5/6/2025

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Approve Amendment 2 to Professional Services Agreement No. A-15485, with The Paul Davis Partnership, LLP, to provide on-call architectural and engineering design services for projects in Monterey County under Request for Qualifications (RFQ) #10790, to increase the not to exceed amount to a total of \$7,000,000, and update agreement provisions;
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- d. Authorize the Contracts & Purchasing Officer or their designee to execute said amendments and future amendments to said Agreements where the amendments do not significantly alter the scope of work or increase the approved amount of said Agreements.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve Amendment 2 to Professional Services Agreement No. A-15485, with The Paul Davis Partnership, LLP, to provide on-call architectural and engineering design services for projects in Monterey County under Request for Qualifications (RFQ) #10790, to increase the not to exceed amount to a total of \$7,000,000, and update agreement provisions;
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- d. Authorize the Contracts & Purchasing Officer or their designee to execute said amendments and future amendments to said Agreements where the amendments do not significantly alter the scope of work or increase the approved amount of said Agreements.

SUMMARY/DISCUSSION:

The Public Works, Facilities and Parks Department (PWFP) - Facilities Division is responsible for administering architectural and engineering design services to all County departments. Projects comprise of a wide range of scopes from new design and construction to major and minor Tenant Improvement (TI) work related to existing and scheduled County projects.

On March 13, 2021 the County issued Request for Qualifications (RFQ) #10790 to solicit proposals from potential contractors to provide on-call architectural and engineering design services. The Paul Davis Partnership, LLP (Agreement No. A-15485) and Nichols, Melburg & Rossetto Architects (Agreement No. A-15484) (collectively "Agreements") were two of a total of 10 contractors to obtain an agreement under RFQ #10790. Each agreement under RFQ #10790 had an original not to exceed amount of \$5,000,000 with a three (3) year term ending July 2024.

In July 2024, the Agreements were first amended to extend the term to July 2026, update contractor rates, and to update provisions in the Agreements. It is requested that the Board of Supervisors approve the Amendments to Agreement No. A-15485 and A-15484 in accordance with County's standard terms and conditions, to increase the Agreements not to exceed amount to \$7,000,000 each, and to update provisions of the Agreements.

Work in progress may extend beyond the maximum five-year term proposed in the RFQ, and each Agreement shall continue to cover the term of on-call services for projects which were issued a notice to proceed until the services in relation to those projects have been completed. Per the stated objective, staff requests that the Board also authorize project-specific term extensions (as needed) beyond the maximum five-year term when these conditions exist. Any new projects initiated after the five-year term would require a new PSA under a separate procurement process.

Approval of staff's recommendation will allow the PWFP-Facilities Division to continue to administer on-call architectural and engineering design services for a wide range of existing and planned County projects.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel-Risk Management and Auditor-Controller's Office have reviewed and approved the proposed Amendment as to form and fiscal provisions, respectively.

FINANCING:

The Board Report and the Amendments were developed by the PWFP Department staff and funded as part of the fiscal year (FY) 2024-25 PWFP Adopted Budget, General Fund 001, Facility Services Appropriation Unit PFP054. The FY 2024-25 Adopted Budget for General Fund, Facility Services includes sufficient appropriations for the amended on-call agreements. The FY 2025-26 Recommended Budget includes appropriations for these agreements as well but is pending approval by the Board of Supervisors. Any future expenditures will be based on available appropriations in the adopted budgets.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended actions support the Board of Supervisors Strategic Initiatives for Administration, Infrastructure and Public Safety, and are necessary to ensure delivery of County architectural and construction services.

- ☐ Economic Development
- ☒ Administration
- ☐ Health & Human Services
- ☒ Infrastructure
- ☒ Public Safety

Prepared by: Ivo N. Basor, Management Analyst III, 831-796-6427

Reviewed by: Florence Kabwasa-Green, Chief of Facilities

Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:

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Attachment B - A1 Paul Davis

Attachment C - A2 Paul Davis

Attachment D - Agmt Nichols, Melburg & Rossetto

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Attachment F - A2 Nichols, Melburg & Rossetto

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Prepared by: Ivo N. Basor, Management Analyst III, 831-796-6427

Reviewed by: Florence Kabwasa-Green, Chief of Facilities

Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE Director of Public Works, Facilities and Parks

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Attachment C - A2 Paul Davis

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Attachment F - A2 Nichols, Melburg & Rossetto

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**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS  
(MORE THAN \$100,000)\***

This Professional Services Agreement (“Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

The Paul Davis Partnership, LLP \_\_\_\_\_,  
(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:

**Provide** on-call architectural and engineering design services for various projects located in Monterey County

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 5,000,000.

3. **TERM OF AGREEMENT.** The term of this Agreement is from August 1, 2021 to July 31, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

Exhibit B Incorporation of RFQ #10790, Addendum No. 1 to RFQ #10790, and Statement of Qualifications Documents

Exhibit C Revision To Paragraph 8, Indemnification, of Agreement

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

\*Approved by County Board of Supervisors on \_\_\_\_\_.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6. PAYMENT CONDITIONS.


6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.** Please refer to Exhibit C  / 6/25/2021 / \_\_\_\_\_  
Contractor Initials Date

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

### 8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

### 8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

## 9.0 INSURANCE.

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

### 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Modification (Justification attached; subject to approval).

DS  
Contractor Initials  
6/25/2021  
Date

Business automobile liability insurance, covering all motor vehicles, including ~~owned~~, 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.

☐ Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

☐ Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Modification (Justification attached; subject to approval).

#### 9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed

operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.



10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Nancy Ayala Avila, Management Analyst II	Paul W. Davis
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	286 Eldorado Street Monterey, California 93940
Address	Address
831-755-4848	831-373-2784 ext. 207
Phone	Phone

#### 15. MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

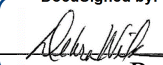
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**This space is left blank, intentionally.**




IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

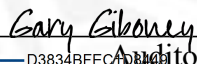
### COUNTY OF MONTEREY

By:   
DocuSigned by:  
7B741937AABD411E  
 Purchasing Officer  
 Date: 8/6/2021 | 4:48 PM PDT

By: \_\_\_\_\_  
 Department Head (if applicable)  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Board of Supervisors (if applicable)  
 Date: \_\_\_\_\_


Approved as to Form<sup>1</sup>  
 By:   
DocuSigned by:  
633031E07676411E  
 County Counsel  
 Date: 6/25/2021

Approved as to Fiscal Provisions<sup>2</sup>  
 By:   
DocuSigned by:  
D3834BFEC40411E  
 Auditor/Controller  
 Date: 6/25/2021

Approved as to Liability Provisions<sup>3</sup>  
 By: \_\_\_\_\_  
 Risk Management  
 Date: \_\_\_\_\_

### CONTRACTOR

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

By:   
DocuSigned by:  
7E2EEBB65411E  
 (Signature of Chair, President, or Vice-President)\*

Paul W. Davis, Partner & Principal Architect  
 Name and Title  
 Date: 6/25/2021

By: \_\_\_\_\_  
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*  
 Name and Title  
 Date: \_\_\_\_\_

County Board of Supervisors' Agreement Number: \_\_\_\_\_.

\*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.

<sup>1</sup>Approval by County Counsel is required for all Professional Service Agreements over \$100,000

<sup>2</sup>Approval by Auditor/Controller is required for all Professional Service Agreements

<sup>3</sup>Approval by Risk Management is required only if changes are made in paragraph 8 or 9

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
The Paul Davis Partnership, LLP, hereinafter referred to as “CONTRACTOR”**

### **A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. CONTRACTOR’s Minimum Work Performance Percentage:**  
CONTRACTOR shall perform with his own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County.
- b.** CONTRACTOR shall provide architectural and engineering design services for various projects located in Monterey County.

The scope of work shall include, in general, the full range of professional architectural or engineering pre-planning and design services including, services of all types of sub-consultant design disciplines typically required for architectural projects in the public sector. Tasks may include but are not limited to the following architectural or engineering design tasks:

- Program Development to Program Validation including Concept Development and Spatial Programming Studies
- Feasibility Studies/Project Definition
- Bid Scoping Documents
- All Phases of Project Design and Disciplines
- Specifications
- Design Reviews
- Cost Estimating
- Value Engineering
- Constructability Reviews
- Building Evaluations
- Troubleshooting
- Construction Support Services
- Building Information Modeling (BIM)/Computer-Aided Design & Drafting (CADD)/Drafting Work
- General Engineering Services

**EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS****c. Specific requirements include but are not limited to the following:**

1. Services will be provided on an on-call basis. The process will consist of the County contacting the CONTRACTOR and requesting services related to an individual project. CONTRACTOR will then prepare a detailed scope and cost.
2. The County has implemented a Job Order Contracting (JOC) construction delivery method. Not all construction projects will use the JOC program. For those projects that elect to use the JOC program, CONTRACTOR must become familiar with the quality and workmanship required by the applicable Construction Task Catalogs (CTC) and coordinate and adjust specifications and details produced by the JOC contractor.
3. CONTRACTOR will advocate for the County and ensure the project produced is in the best interest of the County. CONTRACTOR is expected to deliver products on or ahead of the required schedule and within budget.
4. All work shall be done in conformance with all applicable County, State and Federal laws, County Design Manuals, County Standard Plans, all Caltrans manuals, policies, State Standard Plans and Specifications, Manual of Uniform Control Devices, current editions of the California Building Code, the California Electric Code, the California Plumbing Code, the California Mechanical Code, the California Administrative Code, and Title 18 of the Monterey County Code, Americans with Disabilities Act (ADA), CALGreen (Part 11, Title 24, California Code of Regulations); and as revised and amended by County ordinance.

**d. COVID-19**

Under the Monterey County Shelter in Place Order initially issued on March 17, 2020, further revised on June 22, 2020, and most recently revised on December 9, 2020 construction is identified as an essential business. Construction activity is permitted to continue in accordance with local Monterey County Shelter in Place Order and the California Department of Public Health and the State of California Department of Industrial Relations Occupational Safety and Health Administration (CAL-OSHA) Industry Guidance for Construction issued on July 2, 2020.

Please be advised that all contractors selected to provide essential services and any persons/entities authorized by said contractor to visit County of Monterey work sites must comply with required COVID-19 health and safety measures including implementation of a COVID-19 prevention plan. Key business practices shall include physical distancing to the maximum extent possible, use of face coverings, frequent handwashing and regular cleaning and disinfecting, and training employees on these and other elements of their

**EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

COVID-19 prevention plan. Prospective bidders are advised to review the Monterey County COVID-19 web site for more information on required COVID-19 health and safety measures: <https://www.co.monterey.ca.us/government/departments-a-h/health/diseases/2019-novel-coronavirus-2019-ncov/health-officer-shelter-in-place-order>.

**B. PAYMENT PROVISIONS****B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$5,000,000, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Position/Title	Hourly Rate		
	Year 1	Year 2	Year 3
Paul W. Davis, Principal/Owner	\$215.00	\$215.00	\$215.00
Paul E. Davis, Principal/Owner	\$215.00	\$215.00	\$215.00
Virgil Quina, Project Architect	\$160.00	\$160.00	\$160.00
Mario Lopez, Architectural Tech.	\$100.00	\$100.00	\$100.00
Cecelia Morgan, Clerical	\$100.00	\$100.00	\$100.00

Subcontractor(s) at Cost plus Markup: 0 %

Reimbursable Items	Total Cost	% of Markup (shall not exceed 10%)
Reproductions & Copies	At Cost	0% in House; 5-10% if outside service
Postage	At Cost	0%
Mileage	At current IRS rate	0%
Insurance Certificates	At Cost	0%

**No travel reimbursement shall be allowed during this Agreement.**

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars (\$1,000).

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by this RFQ may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:

<http://www.dir.ca.gov/public-works/prevailing-wage.html>

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

### B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us):

County of Monterey  
Department of Public Works, Facilities, & Parks (PWFP) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us).

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## **EXHIBIT B – INCORPORATION OF RFQ #10790, ADDENDUM NO. 1 TO RFQ #10790, AND STATEMENT OF QUALIFICATION DOCUMENTS**

The County invited submittals to Request for Qualifications (RFQ) #10790 On-Call Architectural and Engineering Design Services for various projects located in Monterey County, for the Department of Public Works, Facilities, & Parks (PWFP). The Paul Davis Partnership, LLP, submitted a responsive and responsible statement of qualifications to perform the services listed in the RFQ.

The aforementioned RFQ, Addendum No. 1 and statement of qualifications submitted by The Paul Davis Partnership, LLP, are hereby incorporated into the Agreement by this reference.

The aforementioned RFQ, Addendum No. 1, and statement of qualifications submitted by The Paul Davis Partnership, LLP, are on file with PWFP.

**EXHIBIT C – REVISION TO PARAGRAPH 8, INDEMNIFICATION, OF AGREEMENT****8. INDEMNIFICATION.**

8.01 For purposes of the following indemnification provisions (“Indemnification Agreement”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR’s liability exceed such CONTRACTOR’s proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR’s performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY.



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to:

#### **Agreement No's: A-15480 through A-15489**

a. Approve Professional Services Agreements with the following ten (10) contractors: Kasavan Architects, Inc., Kitchell/CEM, Inc., Lionakis, Nacht & Lewis Architect, Inc., Nichols, Melburg & Rossetto Architects, The Paul Davis Partnership, LLP, RIM Architects (CA), LLP, Sally Swanson Architects, Inc., The KPA Group, Wald, Ruhnke & Dost Architects, LLP, to provide on-call architectural and engineering design services for various projects located in Monterey County pursuant to Request for Qualifications (RFQ) #10790, amounts not to exceed \$5,000,000 each, for a combined total of \$50,000,000, for a term of three (3) years beginning August 1, 2021 to July 31, 2024, with the option to extend each Agreement for up to two (2) additional years;

Kasavan Architects, Inc., <b>Agreement No.: A-15480</b>	Kitchell/CEM, Inc. <b>Agreement No.: A-15481</b>	Lionakis <b>Agreement No.: A-15482</b>
Nacht & Lewis Architect, Inc. <b>Agreement No.: A-15483</b>	Nichols, Melburg & Rossetto Architects <b>Agreement No.: A-15484</b>	The Paul Davis Partnership, LLP <b>Agreement No.: A-15485</b>
RIM Architects (CA), LLP <b>Agreement No.: A-15486</b>	Sally Swanson Architects, Inc. <b>Agreement No.: A-15487</b>	The KPA Group <b>Agreement No.: A-15488</b>
	Wald, Ruhnke & Dost Architects, LLP <b>Agreement No.: A-15489</b>	

b. Approve additional term extensions beyond the anticipated five (5) year term with no increase to the dollar amount or change in the scope of work limited to project(s) initiated during the initial five (5) year term to allow continuity of services for active projects, subject to review and approval by the Office of the County Counsel and the Contract/Purchasing Officer or Contracts/Purchasing Supervisor; and  
c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Professional Service Agreements and future amendments to each Agreement where the amendments do not increase the approved amount of each Agreement subject to the review and approval as to form of any future amendments by the Office of the County Counsel.

PASSED AND ADOPTED on this 27<sup>th</sup> day of July 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None

ABSENT: None


(Government Code 54953)



I, Valerie Ralph, 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 82 for the meeting July 27, 2021.

Dated: August 3, 2021  
File ID: A 21-398  
Agenda Item No.: 44

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Julian Lorenzana, Deputy

**AMENDMENT NO. 1  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
The Paul Davis Partnership, LLP**

**THIS AMENDMENT NO. 1** to Agreement No. A-15485 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**, on July 27, 2021, the Board of Supervisors approved Agreement No. A-15485 which CONTRACTOR entered into with County on August 6, 2021 (hereinafter, "Agreement") to provide on-call architectural and engineering design services for various projects located in Monterey County in response to Request for Quote #10790 (hereinafter "services") through and including July 31, 2024 for an amount not to exceed \$5,000,000;

**WHEREAS**, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County;

**WHEREAS**, it is necessary to update rates to allow CONTRACTOR to continue to provide the services required by the County;

**WHEREAS**, it is necessary to update provisions to the Agreement to allow CONTRACTOR to continue to provide the services required by the County; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term to July 31, 2026 with no increase to the not to exceed amount, update rates and update provisions to the Agreement to allow CONTRACTOR to continue to provide services identified in the Agreement.

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

1. Amend the first sentence of Section 3, "Term of Agreement," to read as follows:

The term of this Agreement is from August 1, 2021 to July 31, 2026, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Section 9.04, "Other Insurance Requirements," to read as follows and hereby incorporate the new language into the Agreement:

Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the county and issued and executed by admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the

coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, OR CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the county has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such

Amendment No. 1 to Agreement No. A-15485

The Paul Davis Partnership, LLP

On-call Architectural and Engineering Design Services (RFQ #10790)

Public Works, Facilities and Parks

Term: August 1, 2021 – July 31, 2026

Not to Exceed: \$5,000,000

insurance is a default of this Agreement, which entitles Count, at its sole discretion, to terminate this Agreement immediately.

3. Amend to add new Section 16, "Compliance with Applicable Laws," to read as follows and hereby incorporate into the Agreement:

#### 16. COMPLIANCE WITH APPLICABLE LAWS.

16.01 CONTRACTOR shall keep informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation t the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

4. Amend Section 15, "Miscellaneous Provisions," to add the following and hereby incorporate into the Agreement:

#### 15. MISCELLANEOUS PROVISIONS.

15.18 Independent Contractor Compliance with Government Code Section 1097.6 (c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual,

preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

5. Amend to add new Section 17, "Consent to Use Electronic Signatures," to read as follows and hereby incorporate into the Agreement:

**17. CONSENT TO USE OF ELECTRONIC SIGNATURES.**

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Revised 9/3/21 10 of 11 Agreement ID: Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

6. Amend and Replace Exhibit A – Scope of Services/Payment Provision in its entirety with Exhibit A-1 effective upon final execution of this Amendment No. 1 which is the last date opposite the respective signatures below.
7. In all places within the Agreement, any references to "Exhibit A" are hereby replaced with "Exhibit A-1 – Scope of Services and Payment Provisions," effective upon final execution of this Amendment No. 1 which is the last date opposite the respective signatures below.
8. Except as provided herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
9. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
10. 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: \_\_\_\_\_  
Debra R. Wilson  
Contracts/Purchasing Officer

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

**Approved as to Form**

**Office of the County Counsel**

**Susan K. Blitch, County Counsel**

By: \_\_\_\_\_  
DocuSigned by:  
Robert I. Brayer  
6D8AC6C2AA4A4A8...

Robert I. Brayer  
Deputy County Counsel  
7/23/2024 | 4:10 PM PDT

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

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
DocuSigned by:  
Patricia Ruiz  
E79EF64E57454F6...

Name: \_\_\_\_\_  
Title: Auditor/Controller  
Date: 7/24/2024 | 7:41 AM PDT

**Approved as to Indemnity and Insurance Provisions**

**Office of the County Counsel-Risk Management**

**Susan K. Blitch, County Counsel**

By: \_\_\_\_\_  
David Bolton

Title: \_\_\_\_\_  
Risk Manager

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.

The Paul Davis Partnership, LLP

Contractor's Business Name

DocuSigned by:

By: \_\_\_\_\_  
7E2EEB88B14D45F...  
Paul W. Davis, Partner  
Date: 7/23/2024 | 3:07 PM PDT

By: \_\_\_\_\_

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

\_\_\_\_\_

Amendment No. 1 to Agreement No. A-15485  
The Paul Davis Partnership, LLP  
On-call Architectural and Engineering Design Services (RFQ #10790)  
Public Works, Facilities and Parks  
Term: August 1, 2021 – July 31, 2026  
Not to Exceed: \$5,000,000

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
The Paul Davis Partnership, LLP, hereinafter referred to as “CONTRACTOR”**

### A. SCOPE OF SERVICES

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a. CONTRACTOR’s Minimum Work Performance Percentage:  
CONTRACTOR shall perform with his own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County.
- b. CONTRACTOR shall provide architectural and engineering design services for various projects located in Monterey County.

The scope of work shall include, in general, the full range of professional architectural or engineering pre-planning and design services including, services of all types of sub-consultant design disciplines typically required for architectural projects in the public sector. Tasks may include but are not limited to the following architectural or engineering design tasks:

- Program Development to Program Validation including Concept Development and Spatial Programming Studies
- Feasibility Studies/Project Definition
- Bid Scoping Documents
- All Phases of Project Design and Disciplines
- Specifications
- Design Reviews
- Cost Estimating
- Value Engineering
- Constructability Reviews
- Building Evaluations
- Troubleshooting
- Construction Support Services
- Building Information Modeling (BIM)/Computer-Aided Design & Drafting (CADD)/Drafting Work
- General Engineering Services

**EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS****c. Specific requirements include but are not limited to the following:**

1. Services will be provided on an on-call basis. The process will consist of the County contacting the CONTRACTOR and requesting services related to an individual project. CONTRACTOR will then prepare a detailed scope and cost.
2. The County has implemented a Job Order Contracting (JOC) construction delivery method. Not all construction projects will use the JOC program. For those projects that elect to use the JOC program, CONTRACTOR must become familiar with the quality and workmanship required by the applicable Construction Task Catalogs (CTC) and coordinate and adjust specifications and details produced by the JOC contractor.
3. CONTRACTOR will advocate for the County and ensure the project produced is in the best interest of the County. CONTRACTOR is expected to deliver products on or ahead of the required schedule and within budget.
4. All work shall be done in conformance with all applicable County, State and Federal laws, County Design Manuals, County Standard Plans, all Caltrans manuals, policies, State Standard Plans and Specifications, Manual of Uniform Control Devices, current editions of the California Building Code, the California Electric Code, the California Plumbing Code, the California Mechanical Code, the California Administrative Code, and Title 18 of the Monterey County Code, Americans with Disabilities Act (ADA), CALGreen (Part 11, Title 24, California Code of Regulations); and as revised and amended by County ordinance.

**B. PAYMENT PROVISIONS****B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$5,000,000, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

<b>Position/Title</b>	<b>Hourly Rate</b>				
	<b>8/1/21 – 7/31/22</b>	<b>8/1/22 – 7/31/23</b>	<b>8/1/23 – 7/31/24</b>	<b>8/1/24 – 7/31/25</b>	<b>8/1/25 – 7/31/26</b>
Principal/Owner	\$215	\$215	\$215	\$230	\$230
Project Architect	\$160	\$160	\$160	\$170	\$170
Architectural Tech	\$100	\$100	\$100	\$110	\$110
Clerical	\$100	\$100	\$100	\$110	\$110

**Subcontractor(s) at Cost plus Markup: 0%**



**EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

<b>Reimbursable Items</b>	<b>Total Cost</b>	<b>% of Markup</b> (shall not exceed 10%)
Reproductions & Copies	At Cost	0% in House; 5-10% if outside service)
Postage	At Cost	0%
Mileage	At current IRS rate	0%
Insurance Certificates	At Cost	0%

**No travel reimbursement shall be allowed during this Agreement.**

CONTRACTOR agrees that pursuant to Labor Code Section 1771 ,not less than prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars (\$1,000).

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by this RFQ may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/public-works/prevaling-wage.html>.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

## **B.2 CONTRACTOR'S BILLING PROCEDURES**

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [pwfp-finance-ap@countyofmonterey.gov](mailto:pwfp-finance-ap@countyofmonterey.gov).

County of Monterey  
Department of Public Works, Facilities and Parks (PWFP) – Finance Division  
1441 Schilling Place, South 2nd Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or by emailing to: [pwfp-finance-ap@countyofmonterey.gov](mailto:pwfp-finance-ap@countyofmonterey.gov).

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

**EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**AMENDMENT NO. 2  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
The Paul Davis Partnership, LLP**

**THIS AMENDMENT NO. 2** to Agreement No. A-15485 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**, on July 27, 2021, the Board of Supervisors approved Agreement No. A-15485 which CONTRACTOR entered into with County on August 6, 2021 (hereinafter, “Agreement”) to provide on-call architectural and engineering design services for various projects located in Monterey County in response to Request for Quote (RFQ) #10790 (hereinafter “services”) through and including July 31, 2024 for an amount not to exceed \$5,000,000;

**WHEREAS**, on July 24, 2024 the Agreement was amended to extend the term, update CONTRACTOR rates, and to update provisions to the Agreement to allow CONTRACTOR to continue to provide the services required by the County;

**WHEREAS**, the Parties wish to amend the Agreement to increase the not to exceed amount and update provisions to the Agreement to allow CONTRACTOR to continue to provide services identified in the Agreement.

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

1. Amend the last sentence of Section 2, “Payments by County,” to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$7,000,000.

2. Amend Section 9.03, “Insurance Coverage Requirements,” to read as follows and hereby incorporate the new language into the Agreement:

Insurance Coverage Requirements: Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Amendment No. 2 to Agreement No. A-15485  
The Paul Davis Partnership, LLP  
On-call Architectural and Engineering Design Services (RFQ #10790)  
Public Works, Facilities and Parks  
Term: August 1, 2021 – July 31, 2026  
Not to Exceed: \$7,000,000

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

3. Amend Section 10, "Records and Confidentiality," to add the following and hereby incorporate new language into the Agreement:

#### 10.06 Format of Deliverables:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

Amendment No. 2 to Agreement No. A-15485

The Paul Davis Partnership, LLP

On-call Architectural and Engineering Design Services (RFQ #10790)

Public Works, Facilities and Parks

Term: August 1, 2021 – July 31, 2026

Not to Exceed: \$7,000,000

4. Amend the first sentence of Exhibit A-1 – Scope of Services/Payment Provisions, section B.1 Compensation/Payment to read as follows:

County shall pay an amount not to exceed \$7,000,000, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

5. Except as provided herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

This space is left blank, intentionally.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

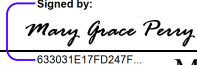
### COUNTY OF MONTEREY

### CONTRACTOR\*


By: \_\_\_\_\_  
Debra R. Wilson  
Contracts/Purchasing Officer

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

**Approved as to Form**  
**Office of the County Counsel**  
**Susan K. Blitch, County Counsel**


By:  \_\_\_\_\_  
633031E17FD247F... Mary Grace Perry  
Deputy County Counsel  
Date: 5/1/2025 | 9:52 PM PDT

The Paul Davis Partnership, LLP  
Contractor's Business Name

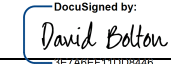
By:  \_\_\_\_\_  
DocuSigned by:  
7E2EEB86B14D49F Paul W. Davis, Partner  
Date: 4/30/2025 | 10:50 AM PDT

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

### Approved as to Fiscal Provisions

By:  \_\_\_\_\_  
DocuSigned by:  
4E78D28D75454AC Jennifer Forsyth  
Name: Jennifer Forsyth Auditor-Controller Analyst II  
Title: Auditor/Controller  
Date: 4/30/2025 | 2:42 PM PDT

**Approved as to Indemnity and Insurance Provisions**  
**Office of the County Counsel-Risk Management**  
**Susan K. Blitch, County Counsel**

By:  \_\_\_\_\_  
DocuSigned by:  
3E7A8EF110D844B... David Bolton  
Title: Risk Manager  
Date: 4/30/2025 | 10:55 AM PDT

\*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.

Amendment No. 2 to Agreement No. A-15485  
The Paul Davis Partnership, LLP  
On-call Architectural and Engineering Design Services (RFQ #10790)  
Public Works, Facilities and Parks  
Term: August 1, 2021 – July 31, 2026  
Not to Exceed: \$7,000,000

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS  
(MORE THAN \$100,000)\***

This Professional Services Agreement (“Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:  
Nichols, Melburg & Rossetto AIA & Associates, Inc. \_\_\_\_\_,  
(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:  
Provide on-call architectural and engineering design services for various projects located in Monterey County

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 5,000,000.

3. **TERM OF AGREEMENT.** The term of this Agreement is from August 1, 2021 to July 31, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

Exhibit B Incorporation of RFQ #10790, Addendum No. 1 to RFQ #10790, and Statement of Qualifications Documents

Exhibit C Revision To Paragraph 8, Indemnification, of Agreement

**5. PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

\*Approved by County Board of Supervisors on \_\_\_\_\_.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. **INDEMNIFICATION.** Please refer to Exhibit C DS DS 6/27/2021 / 6/28/2021  
Contractor Initials Date

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.



### 8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

### 8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

## 9.0 INSURANCE.

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

### 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Modification (Justification attached; subject to approval).

DS  
M / KM  
Contractor Initials  
6/27/2021  
6/28/2021  
Date

Business automobile liability insurance, covering all motor vehicles, including ~~owned~~, 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.

☐ Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

☐ Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Modification (Justification attached; subject to approval).

#### 9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed

operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Nancy Ayala Avila, Management Analyst II	Kyle Matti, Principal Architect
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	769 Pacific Street Monterey, CA 93940
Address	Address
831-755-4848	530-222-3300
Phone	Phone

#### 15. MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

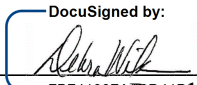
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

**This space is left blank, intentionally.**



IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

### COUNTY OF MONTEREY

By:   
DocuSigned by: 7B741937A0D4181  
**Purchasing Officer**

Date: 8/4/2021 | 9:08 AM PDT

By: \_\_\_\_\_  
**Department Head (if applicable)**

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

By: \_\_\_\_\_  
**Board of Supervisors (if applicable)**

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

Approved as to Form<sup>1</sup>

By:   
DocuSigned by: 633031F47F02435  
**County Counsel**

Date: 6/28/2021

Approved as to Fiscal Provisions<sup>2</sup>

By:   
DocuSigned by: D3834BFF02435  
**Auditor/Controller**

Date: 6/28/2021

Approved as to Liability Provisions<sup>3</sup>

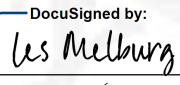
By: \_\_\_\_\_  
**Risk Management**

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

### CONTRACTOR

Nichols, Melburg & Rossetto AIA & Associates, Inc.


**Contractor's Business Name\***

By:   
DocuSigned by: 06B6316903754A4  
**(Signature of Chair, President, or Vice-President)\***

Les Melburg, CEO/President

**Name and Title**

Date: 6/27/2021

By:   
DocuSigned by: 4EADF267F852846E  
**(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\***

Kyle Matti, Secretary

**Name and Title**

Date: 6/28/2021

County Board of Supervisors' Agreement Number: \_\_\_\_\_.

\*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.

<sup>1</sup>Approval by County Counsel is required for all Professional Service Agreements over \$100,000

<sup>2</sup>Approval by Auditor/Controller is required for all Professional Service Agreements

<sup>3</sup>Approval by Risk Management is required only if changes are made in paragraph 8 or 9

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
Nichols, Melburg & Rossetto AIA & Associates, Inc., hereinafter referred to as  
“CONTRACTOR”**

### **A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- a.** CONTRACTOR’s Minimum Work Performance Percentage:  
CONTRACTOR shall perform with his own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County.
- b.** CONTRACTOR shall provide architectural and engineering design services for various projects located in Monterey County.

The scope of work shall include, in general, the full range of professional architectural or engineering pre-planning and design services including, services of all types of sub-consultant design disciplines typically required for architectural projects in the public sector. Tasks may include but are not limited to the following architectural or engineering design tasks:

- Program Development to Program Validation including Concept Development and Spatial Programming Studies
- Feasibility Studies/Project Definition
- Bid Scoping Documents
- All Phases of Project Design and Disciplines
- Specifications
- Design Reviews
- Cost Estimating
- Value Engineering
- Constructability Reviews
- Building Evaluations
- Troubleshooting
- Construction Support Services
- Building Information Modeling (BIM)/Computer-Aided Design & Drafting (CADD)/Drafting Work

Page 1 of 5

Nichols, Melburg & Rossetto AIA & Associates, Inc.  
On-Call Architectural & Engineering Design Services (RFQ #10790)  
Department of Public Works, Facilities, & Parks



**EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

- General Engineering Services

**c. Specific requirements include but are not limited to the following:**

1. Services will be provided on an on-call basis. The process will consist of the County contacting the CONTRACTOR and requesting services related to an individual project. CONTRACTOR will then prepare a detailed scope and cost.
2. The County has implemented a Job Order Contracting (JOC) construction delivery method. Not all construction projects will use the JOC program. For those projects that elect to use the JOC program, CONTRACTOR must become familiar with the quality and workmanship required by the applicable Construction Task Catalogs (CTC) and coordinate and adjust specifications and details produced by the JOC contractor.
3. CONTRACTOR will advocate for the County and ensure the project produced is in the best interest of the County. CONTRACTOR is expected to deliver products on or ahead of the required schedule and within budget.
4. All work shall be done in conformance with all applicable County, State and Federal laws, County Design Manuals, County Standard Plans, all Caltrans manuals, policies, State Standard Plans and Specifications, Manual of Uniform Control Devices, current editions of the California Building Code, the California Electric Code, the California Plumbing Code, the California Mechanical Code, the California Administrative Code, and Title 18 of the Monterey County Code, Americans with Disabilities Act (ADA), CALGreen (Part 11, Title 24, California Code of Regulations); and as revised and amended by County ordinance.

**d. COVID-19**

Under the Monterey County Shelter in Place Order initially issued on March 17, 2020, further revised on June 22, 2020, and most recently revised on December 9, 2020 construction is identified as an essential business. Construction activity is permitted to continue in accordance with local Monterey County Shelter in Place Order and the California Department of Public Health and the State of California Department of Industrial Relations Occupational Safety and Health Administration (CAL-OSHA) Industry Guidance for Construction issued on July 2, 2020.

Please be advised that all contractors selected to provide essential services and any persons/entities authorized by said contractor to visit County of Monterey work sites must comply with required COVID-19 health and safety measures including implementation of a COVID-19 prevention plan. Key business practices shall include physical distancing to the maximum extent possible, use of face coverings, frequent handwashing and regular cleaning and

Page 2 of 5

Nichols, Melburg & Rossetto AIA & Associates, Inc.  
On-Call Architectural & Engineering Design Services (RFQ #10790)  
Department of Public Works, Facilities, & Parks

**EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

disinfecting, and training employees on these and other elements of their COVID-19 prevention plan. Prospective bidders are advised to review the Monterey County COVID-19 web site for more information on required COVID-19 health and safety measures: <https://www.co.monterey.ca.us/government/departments-a-h/health/diseases/2019-novel-coronavirus-2019-ncov/health-officer-shelter-in-place-order>.

**B. PAYMENT PROVISIONS****B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$5,000,000, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Position/Title	Hourly Rate		
	Year 1	Year 2	Year 3
Principal Architect	\$240.00	\$240.00	\$240.00
Associate Principal Architect	\$195.00	\$195.00	\$195.00
Senior Associate Architect	\$180.00	\$180.00	\$180.00
Associate Architect	\$172.00	\$172.00	\$172.00
Senior Project Architect	\$165.00	\$165.00	\$165.00
Project Architect/Manager	\$150.00	\$150.00	\$150.00
Project Technician	\$128.00	\$128.00	\$128.00
Architectural Intern	\$90.00	\$90.00	\$90.00
Technician Assistant	\$75.00	\$75.00	\$75.00

**Subcontractor(s) at Cost plus Markup:** 10 %

Reimbursable Items	Total Cost	% of Markup (shall not exceed 10%)
Reimbursables	Direct Cost +	10%
Mileage	At current IRS rate	0%

**No travel reimbursement shall be allowed during this Agreement.**

## **EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars (\$1,000).

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by this RFQ may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at:

<http://www.dir.ca.gov/public-works/prevailing-wage.html>

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

### **B.2 CONTRACTOR'S BILLING PROCEDURES**

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us):

County of Monterey  
Department of Public Works, Facilities, & Parks (PWFP) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us).

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

## **EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

## **EXHIBIT B – INCORPORATION OF RFQ #10790, ADDENDUM NO. 1 TO RFQ #10790, AND STATEMENT OF QUALIFICATION DOCUMENTS**

The County invited submittals to Request for Qualifications (RFQ) #10790 On-Call Architectural and Engineering Design Services for various projects located in Monterey County, for the Department of Public Works, Facilities, & Parks (PWFP). Nichols, Melburg & Rossetto AIA & Associates, Inc., submitted a responsive and responsible statement of qualifications to perform the services listed in the RFQ.

The aforementioned RFQ, Addendum No. 1 and statement of qualifications submitted by Nichols, Melburg & Rossetto AIA & Associates, Inc., are hereby incorporated into the Agreement by this reference.

The aforementioned RFQ, Addendum No. 1, and statement of qualifications submitted by Nichols, Melburg & Rossetto AIA & Associates, Inc., are on file with PWFP.

**EXHIBIT C – REVISION TO PARAGRAPH 8, INDEMNIFICATION, OF AGREEMENT****8. INDEMNIFICATION.**

8.01 For purposes of the following indemnification provisions (“Indemnification Agreement”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR’s liability exceed such CONTRACTOR’s proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR’s performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY.



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to:

#### **Agreement No's: A-15480 through A-15489**

a. Approve Professional Services Agreements with the following ten (10) contractors: Kasavan Architects, Inc., Kitchell/CEM, Inc., Lionakis, Nacht & Lewis Architect, Inc., Nichols, Melburg & Rossetto Architects, The Paul Davis Partnership, LLP, RIM Architects (CA), LLP, Sally Swanson Architects, Inc., The KPA Group, Wald, Ruhnke & Dost Architects, LLP, to provide on-call architectural and engineering design services for various projects located in Monterey County pursuant to Request for Qualifications (RFQ) #10790, amounts not to exceed \$5,000,000 each, for a combined total of \$50,000,000, for a term of three (3) years beginning August 1, 2021 to July 31, 2024, with the option to extend each Agreement for up to two (2) additional years;

Kasavan Architects, Inc., <b>Agreement No.: A-15480</b>	Kitchell/CEM, Inc. <b>Agreement No.: A-15481</b>	Lionakis <b>Agreement No.: A-15482</b>
Nacht & Lewis Architect, Inc. <b>Agreement No.: A-15483</b>	Nichols, Melburg & Rossetto Architects <b>Agreement No.: A-15484</b>	The Paul Davis Partnership, LLP <b>Agreement No.: A-15485</b>
RIM Architects (CA), LLP <b>Agreement No.: A-15486</b>	Sally Swanson Architects, Inc. <b>Agreement No.: A-15487</b>	The KPA Group <b>Agreement No.: A-15488</b>
	Wald, Ruhnke & Dost Architects, LLP <b>Agreement No.: A-15489</b>	

b. Approve additional term extensions beyond the anticipated five (5) year term with no increase to the dollar amount or change in the scope of work limited to project(s) initiated during the initial five (5) year term to allow continuity of services for active projects, subject to review and approval by the Office of the County Counsel and the Contract/Purchasing Officer or Contracts/Purchasing Supervisor; and  
c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Professional Service Agreements and future amendments to each Agreement where the amendments do not increase the approved amount of each Agreement subject to the review and approval as to form of any future amendments by the Office of the County Counsel.

PASSED AND ADOPTED on this 27<sup>th</sup> day of July 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None


ABSENT: None

(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting July 27, 2021.

Dated: August 3, 2021  
File ID: A 21-398  
Agenda Item No.: 44

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Julian Lorenzana, Deputy



**AMENDMENT NO. 1  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
Nichols, Melberg & Rossetto AIA & Associates, Inc.**

**THIS AMENDMENT NO. 1** to Agreement No. A-15482 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and Nichols, Melberg & Rossetto AIA & Associates, Inc., a California corporation, (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 July 27, 2021, the Board of Supervisors approved Agreement No. A-15484 which CONTRACTOR entered into with County on August 4, 2021 (hereinafter, "Agreement") to provide on-call architectural and engineering design services for various projects located in Monterey County in response to Request for Quote #10790 (hereinafter "services") through and including July 31, 2024 for an amount not to exceed \$5,000,000;

**WHEREAS**, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County;

**WHEREAS**, it is necessary to update rates to allow CONTRACTOR to continue to provide the services required by the County;

**WHEREAS**, it is necessary to update provisions to the Agreement to allow CONTRACTOR to continue to provide the services required by the County; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term to July 31, 2026 with no increase to the not to exceed amount, update rates and update provisions to the Agreement to allow CONTRACTOR to continue to provide services identified in the Agreement.

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

1. Amend the first sentence of Section 3, "Term of Agreement," to read as follows:

The term of this Agreement is from August 1, 2021 to July 31, 2026, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Section 9.04, "Other Insurance Requirements," to read as follows and hereby incorporate the new language into the Agreement:

Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the county and issued and executed by admitted insurer authorized to transact Insurance business in the State of

Amendment No. 1 to Agreement No. A-15484  
Nichols, Melburg & Rossetto AIA & Associates, Inc.  
On-call Architectural and Engineering Design Services (RFQ #10790)  
Public Works, Facilities and Parks  
Term: August 1, 2021 – July 31, 2026  
Not to Exceed: \$5,000,000

California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, OR CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the county has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify

CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Count, at its sole discretion, to terminate this Agreement immediately.

3. Amend to add new Section 16, "Compliance with Applicable Laws," to read as follows and hereby incorporate into the Agreement:

#### 16. COMPLIANCE WITH APPLICABLE LAWS.

16.01 CONTRACTOR shall keep informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation t the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

4. Amend Section 15, "Miscellaneous Provisions," to add the following and hereby incorporate into the Agreement:

#### 15. MISCELLANEOUS PROVISIONS.

15.18 Independent Contractor Compliance with Government Code Section 1097.6 (c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual,

preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

5. Amend to add new Section 17, “Consent to Use Electronic Signatures,” to read as follows and hereby incorporate into the Agreement:

**17. CONSENT TO USE OF ELECTRONIC SIGNATURES.**

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Revised 9/3/21 10 of 11 Agreement ID: Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

6. Amend and Replace Exhibit A – Scope of Services/Payment Provision in its entirety with Exhibit A-1 effective upon final execution of this Amendment No. 1 which is the last date opposite the respective signatures below.
7. In all places within the Agreement, any references to “Exhibit A” are hereby replaced with “Exhibit A-1 – Scope of Services and Payment Provisions,” effective upon final execution of this Amendment No. 1 which is the last date opposite the respective signatures below.
8. Except as provided herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
9. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
10. 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: \_\_\_\_\_  
Debra R. Wilson  
Contracts/Purchasing Officer

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

Approved as to Form  
Office of the County Counsel  
Susan K. Blitch, County Counsel

By: \_\_\_\_\_  
Robert I. Brayer  
Deputy County Counsel

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

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Auditor/Controller  
Date: \_\_\_\_\_

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Susan K. Blitch, County Counsel

By: \_\_\_\_\_  
David Bolton  
Title: Risk Manager  
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.

Nichols, Melburg & Rossetto AIA & Associates, Inc.

Contractor's Business Name  
DocuSigned by:  
Michael O'Connor  
Michael O'Connor, CEO  
Date: 7/30/2024 | 8:46 AM PDT

DocuSigned by:  
Kyle Matti  
Kyle Matti, Secretary  
Date: 7/30/2024 | 4:47 PM BST

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
Nichols, Melberg & Rossetto AIA & Associates, Inc., hereinafter referred to as  
“CONTRACTOR”**

### A. SCOPE OF SERVICES

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

**a. CONTRACTOR’s Minimum Work Performance Percentage:**

CONTRACTOR shall perform with his own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County.

**b.** CONTRACTOR shall provide architectural and engineering design services for various projects located in Monterey County.

The scope of work shall include, in general, the full range of professional architectural or engineering pre-planning and design services including, services of all types of sub-consultant design disciplines typically required for architectural projects in the public sector. Tasks may include but are not limited to the following architectural or engineering design tasks:

- Program Development to Program Validation including Concept Development and Spatial Programming Studies
- Feasibility Studies/Project Definition
- Bid Scoping Documents
- All Phases of Project Design and Disciplines
- Specifications
- Design Reviews
- Cost Estimating
- Value Engineering
- Constructability Reviews
- Building Evaluations
- Troubleshooting
- Construction Support Services
- Building Information Modeling (BIM)/Computer-Aided Design & Drafting (CADD)/Drafting Work
- General Engineering Services

## **EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

**c. Specific requirements include but are not limited to the following:**

1. Services will be provided on an on-call basis. The process will consist of the County contacting the CONTRACTOR and requesting services related to an individual project. CONTRACTOR will then prepare a detailed scope and cost.
2. The County has implemented a Job Order Contracting (JOC) construction delivery method. Not all construction projects will use the JOC program. For those projects that elect to use the JOC program, CONTRACTOR must become familiar with the quality and workmanship required by the applicable Construction Task Catalogs (CTC) and coordinate and adjust specifications and details produced by the JOC contractor.
3. CONTRACTOR will advocate for the County and ensure the project produced is in the best interest of the County. CONTRACTOR is expected to deliver products on or ahead of the required schedule and within budget.
4. All work shall be done in conformance with all applicable County, State and Federal laws, County Design Manuals, County Standard Plans, all Caltrans manuals, policies, State Standard Plans and Specifications, Manual of Uniform Control Devices, current editions of the California Building Code, the California Electric Code, the California Plumbing Code, the California Mechanical Code, the California Administrative Code, and Title 18 of the Monterey County Code, Americans with Disabilities Act (ADA), CALGreen (Part 11, Title 24, California Code of Regulations); and as revised and amended by County ordinance.

### **B. PAYMENT PROVISIONS**

#### **B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$5,000,000, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

<b>Position/Title</b>	<b>Hourly Rate</b>				
	<b>8/1/21 – 7/31/22</b>	<b>8/1/22 – 7/31/23</b>	<b>8/1/23 – 7/31/24</b>	<b>8/1/24 – 7/31/25</b>	<b>8/1/25 – 7/31/26</b>
Principal Architect	\$240	\$240	\$240	\$290	\$290
Associate Principal Architect	\$195	\$195	\$195	\$255	\$255
Senior Associate Architect	\$180	\$180	\$180	\$220	\$220
Associate Architect	\$172	\$172	\$172	\$210	\$210
Senior Project Architect	\$165	\$165	\$165	\$200	\$200
Architect, CASp	N/A	N/A	N/A	\$190	\$190
Project Architect/Manager	\$150	\$150	\$150	\$185	\$185
Architect	N/A	N/A	N/A	\$180	\$180
Project Technician III	N/A	N/A	N/A	\$160	\$160
Project Technician II	N/A	N/A	N/A	\$150	\$150
Project Technician I	N/A	N/A	N/A	\$135	\$135
Project Technician	\$128	\$128	\$128	N/A	N/A
Architectural Intern	\$90	\$90	\$90	N/A	N/A
Project Technician	\$128	\$128	\$128	N/A	N/A
Medical Equipment Planner	N/A	N/A	N/A	\$145	\$145
Technician Assistant	\$75	\$75	\$75	\$95	\$95
Administrative	N/A	N/A	N/A	\$75	\$75
Interior Design Director	N/A	N/A	N/A	\$210	\$210
Senior Interior Designer	N/A	N/A	N/A	\$180	\$180
Interior Designer	N/A	N/A	N/A	\$155	\$155
Junior Interior Designer	N/A	N/A	N/A	\$135	\$135
Interior Design Intern	N/A	N/A	N/A	\$110	\$110
Principal Structural Engineer	N/A	N/A	N/A	\$290	\$290
Associate Principal Structural Engineer	N/A	N/A	N/A	\$255	\$255
Senior Associate Structural Engineer	N/A	N/A	N/A	\$220	\$220
Associate Structural Engineer	N/A	N/A	N/A	\$210	\$210
Structural Engineer	N/A	N/A	N/A	\$200	\$200
Senior Project Engineer	N/A	N/A	N/A	\$195	\$195
Project Engineer	N/A	N/A	N/A	\$175	\$175
Structural Technician	N/A	N/A	N/A	\$155	\$155
Structural Intern	N/A	N/A	N/A	\$110	\$110

**Subcontractor(s) at Cost plus Markup: 10%**

<b>Reimbursable Items</b>	<b>Total Cost</b>	<b>% of Markup (shall not exceed 10%)</b>
Reimbursables	Direct Cost +	10%
Mileage	At current IRS rate	0%

**No travel reimbursement shall be allowed during this Agreement.**



**EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars (\$1,000).

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by this RFQ may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/public-works/prevailing-wage.html>.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

**B.2 CONTRACTOR'S BILLING PROCEDURES**

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [pwfp-finance-ap@countyofmonterey.gov](mailto:pwfp-finance-ap@countyofmonterey.gov).

County of Monterey  
Department of Public Works, Facilities and Parks (PWFP) – Finance Division  
1441 Schilling Place, South 2nd Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or by emailing to: [pwfp-finance-ap@countyofmonterey.gov](mailto:pwfp-finance-ap@countyofmonterey.gov).

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**AMENDMENT NO. 2  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
Nichols, Melberg & Rossetto AIA & Associates, Inc.**

**THIS AMENDMENT NO. 2** to Agreement No. A-15482 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and Nichols, Melberg & Rossetto AIA & Associates, Inc., a California corporation, (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 July 27, 2021, the Board of Supervisors approved Agreement No. A-15484 which CONTRACTOR entered into with County on August 4, 2021 (hereinafter, "Agreement") to provide on-call architectural and engineering design services for various projects located in Monterey County in response to Request for Quote (RFQ) #10790 (hereinafter "services") through and including July 31, 2024 for an amount not to exceed \$5,000,000;

**WHEREAS**, on July 30, 2024 the Agreement was amended to extend the term, update CONTRACTOR rates, and to update provisions to the Agreement to allow CONTRACTOR to continue to provide the services required by the County;

**WHEREAS**, the Parties wish to amend the Agreement to increase the not to exceed amount and update provisions to the Agreement to allow CONTRACTOR to continue to provide services identified in the Agreement.

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

1. Amend the last sentence of Section 2, "Payments by County," to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$7,000,000.

2. Amend Section 9.03, "Insurance Coverage Requirements," to read as follows and hereby incorporate the new language into the Agreement:

Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Amendment No. 2 to Agreement No. A-15484  
Nichols, Melburg & Rossetto AIA & Associates, Inc.  
On-call Architectural and Engineering Design Services (RFQ #10790)  
Public Works, Facilities and Parks  
Term: August 1, 2021 – July 31, 2026  
Not to Exceed: \$7,000,000

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

3. Amend Section 10, "Records and Confidentiality," to add the following and hereby incorporate new language into the Agreement:

#### 10.06 Format of Deliverables:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against

any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

4. Amend the first sentence of Exhibit A-1 – Scope of Services/Payment Provisions, section B.1 Compensation/Payment to read as follows:

County shall pay an amount not to exceed \$7,000,000, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

5. Except as provided herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

This space is left blank, intentionally.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By:

Debra R. Wilson  
Contracts/Purchasing Officer

Date:

**Approved as to Form**

**Office of the County Counsel**

**Susan K. Blich, County Counsel**

By:

Mary Grace Perry  
Deputy County Counsel

Date:

4/30/2025 | 3:47 PM PDT

Nichols, Melburg & Rossetto AIA & Associates, Inc.

Contractor's Business Name

By:

Michael O'Connor, CEO

Date:

4/29/2025 | 5:49 PM PDT

By:

Kyle Matti, Secretary

Date:

4/30/2025 | 1:58 AM BST

**Approved as to Fiscal Provisions**

By:

Jennifer Forsyth  
Auditor-Controller Analyst II

Title:

Auditor/Controller

Date:

4/30/2025 | 2:40 PM PDT

**Approved as to Indemnity and Insurance Provisions**

**Office of the County Counsel-Risk Management**

**Susan K. Blich, County Counsel**

By:

David Bolton  
Risk Manager

Title:

Risk Manager

Date:

4/29/2025 | 6:51 PM PDT

\*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.

Amendment No. 2 to Agreement No. A-15484  
Nichols, Melburg & Rossetto AIA & Associates, Inc.  
On-call Architectural and Engineering Design Services (RFQ #10790)  
Public Works, Facilities and Parks  
Term: August 1, 2021 – July 31, 2026  
Not to Exceed: \$7,000,000

**ATTACHMENT G -  
SUMMARY OF PROFESSIONAL SERVICES AGREEMENTS  
ANNUAL EXPENDITURES AND BALANCE**

**The Paul Davis Partnership, LLP, Agreement No. A-15485  
(Multi-Year Agreement #3200\*5913)**

<b>Fiscal Year (FY) (July 1 – June 30)</b>	<b>PSA Beginning Balance</b>	<b>PSA Additions</b>	<b>PSA Expenditures</b>	<b>PSA Ending Balance</b>
<b>FY 2021 – 2022</b>	\$5,000,000	\$0	\$381,436	\$4,618,564
<b>FY 2022 – 2023</b>	\$4,618,564	\$0	\$658,137	\$3,960,427
<b>FY 2023 – 2024</b>	\$3,960,427	\$0	\$540,750	\$3,419,677
<b>FY 2024 – 2025</b>	\$3,419,677	\$2,000,000 (Pending BOS Approval)	\$213,580 (through 10/21/24)	\$3,206,097
<b>Total</b>	N/A	\$2,000,000 (Pending BOS Approval)	\$1,793,903	N/A

\*Note: Amounts have been rounded to the nearest dollar.

**Nichols, Melberg & Rossetto AIA & Associates, Inc., Agreement No. A-15484  
(Multi-Year Agreement #3200\*5898)**

<b>Fiscal Year (FY) (July 1 – June 30)</b>	<b>PSA Beginning Balance</b>	<b>PSA Additions</b>	<b>PSA Expenditures</b>	<b>PSA Ending Balance</b>
<b>FY 2021 – 2022</b>	\$5,000,000	\$0	\$17,000	\$4,983,000
<b>FY 2022 – 2023</b>	\$4,983,000	\$0	\$86,001	\$4,896,999
<b>FY 2023 – 2024</b>	\$4,896,999	\$0	\$1,500,014	\$3,396,985
<b>FY 2024 – 2025</b>	\$3,396,985	\$2,000,000 (Pending BOS Approval)	\$1,460,724 (through 10/21/24)	\$1,936,261
<b>Total</b>	N/A	\$2,000,000 (Pending BOS Approval)	\$3,063,739	N/A

\*Note: Amounts have been rounded to the nearest dollar.

**AMENDMENT NO. 2  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
Nichols, Melberg & Rossetto AIA & Associates, Inc.**

**THIS AMENDMENT NO. 2** to Agreement No. A-15482 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and Nichols, Melberg & Rossetto AIA & Associates, Inc., a California corporation, (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 July 27, 2021, the Board of Supervisors approved Agreement No. A-15484 which CONTRACTOR entered into with County on August 4, 2021 (hereinafter, "Agreement") to provide on-call architectural and engineering design services for various projects located in Monterey County in response to Request for Quote (RFQ) #10790 (hereinafter "services") through and including July 31, 2024 for an amount not to exceed \$5,000,000;

**WHEREAS**, on July 30, 2024 the Agreement was amended to extend the term, update CONTRACTOR rates, and to update provisions to the Agreement to allow CONTRACTOR to continue to provide the services required by the County;

**WHEREAS**, the Parties wish to amend the Agreement to increase the not to exceed amount and update provisions to the Agreement to allow CONTRACTOR to continue to provide services identified in the Agreement.

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

1. Amend the last sentence of Section 2, "Payments by County," to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$7,000,000.

2. Amend Section 9.03, "Insurance Coverage Requirements," to read as follows and hereby incorporate the new language into the Agreement:

Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Amendment No. 2 to Agreement No. A-15484  
Nichols, Melburg & Rossetto AIA & Associates, Inc.  
On-call Architectural and Engineering Design Services (RFQ #10790)  
Public Works, Facilities and Parks  
Term: August 1, 2021 – July 31, 2026  
Not to Exceed: \$7,000,000

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

3. Amend Section 10, "Records and Confidentiality," to add the following and hereby incorporate new language into the Agreement:

#### 10.06 Format of Deliverables:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against



any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

4. Amend the first sentence of Exhibit A-1 – Scope of Services/Payment Provisions, section B.1 Compensation/Payment to read as follows:

County shall pay an amount not to exceed \$7,000,000, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

5. Except as provided herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

This space is left blank, intentionally.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By:

Debra R. Wilson  
Contracts/Purchasing Officer

Date:

**Approved as to Form**

**Office of the County Counsel**

**Susan K. Blich, County Counsel**

By:

Mary Grace Perry  
Deputy County Counsel

Date:

4/30/2025 | 3:47 PM PDT

Nichols, Melburg & Rossetto AIA & Associates, Inc.

Contractor's Business Name

By:

Michael O'Connor, CEO

Date:

4/29/2025 | 5:49 PM PDT

By:

Kyle Matti, Secretary

Date:

4/30/2025 | 1:58 AM BST

**Approved as to Fiscal Provisions**

By:

Jennifer Forsyth  
Auditor-Controller Analyst II

Title:

Auditor/Controller

Date:

4/30/2025 | 2:40 PM PDT

**Approved as to Indemnity and Insurance Provisions**

**Office of the County Counsel-Risk Management**

**Susan K. Blich, County Counsel**

By:

David Bolton  
Risk Manager

Title:

Risk Manager

Date:

4/29/2025 | 6:51 PM PDT

\*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.

Amendment No. 2 to Agreement No. A-15484  
Nichols, Melburg & Rossetto AIA & Associates, Inc.  
On-call Architectural and Engineering Design Services (RFQ #10790)  
Public Works, Facilities and Parks  
Term: August 1, 2021 – July 31, 2026  
Not to Exceed: \$7,000,000



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to:

#### **Agreement No's: A-15480 through A-15489**

a. Approve Professional Services Agreements with the following ten (10) contractors: Kasavan Architects, Inc., Kitchell/CEM, Inc., Lionakis, Nacht & Lewis Architect, Inc., Nichols, Melburg & Rossetto Architects, The Paul Davis Partnership, LLP, RIM Architects (CA), LLP, Sally Swanson Architects, Inc., The KPA Group, Wald, Ruhnke & Dost Architects, LLP, to provide on-call architectural and engineering design services for various projects located in Monterey County pursuant to Request for Qualifications (RFQ) #10790, amounts not to exceed \$5,000,000 each, for a combined total of \$50,000,000, for a term of three (3) years beginning August 1, 2021 to July 31, 2024, with the option to extend each Agreement for up to two (2) additional years;

Kasavan Architects, Inc., <b>Agreement No.: A-15480</b>	Kitchell/CEM, Inc. <b>Agreement No.: A-15481</b>	Lionakis <b>Agreement No.: A-15482</b>
Nacht & Lewis Architect, Inc. <b>Agreement No.: A-15483</b>	Nichols, Melburg & Rossetto Architects <b>Agreement No.: A-15484</b>	The Paul Davis Partnership, LLP <b>Agreement No.: A-15485</b>
RIM Architects (CA), LLP <b>Agreement No.: A-15486</b>	Sally Swanson Architects, Inc. <b>Agreement No.: A-15487</b>	The KPA Group <b>Agreement No.: A-15488</b>
	Wald, Ruhnke & Dost Architects, LLP <b>Agreement No.: A-15489</b>	

b. Approve additional term extensions beyond the anticipated five (5) year term with no increase to the dollar amount or change in the scope of work limited to project(s) initiated during the initial five (5) year term to allow continuity of services for active projects, subject to review and approval by the Office of the County Counsel and the Contract/Purchasing Officer or Contracts/Purchasing Supervisor; and  
c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Professional Service Agreements and future amendments to each Agreement where the amendments do not increase the approved amount of each Agreement subject to the review and approval as to form of any future amendments by the Office of the County Counsel.

PASSED AND ADOPTED on this 27<sup>th</sup> day of July 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None


ABSENT: None

(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting July 27, 2021.

Dated: August 3, 2021  
File ID: A 21-398  
Agenda Item No.: 44

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Julian Lorenzana, Deputy

**AMENDMENT NO. 1  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
Nichols, Melberg & Rossetto AIA & Associates, Inc.**

**THIS AMENDMENT NO. 1** to Agreement No. A-15482 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County"), and Nichols, Melberg & Rossetto AIA & Associates, Inc., a California corporation, (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 July 27, 2021, the Board of Supervisors approved Agreement No. A-15484 which CONTRACTOR entered into with County on August 4, 2021 (hereinafter, "Agreement") to provide on-call architectural and engineering design services for various projects located in Monterey County in response to Request for Quote #10790 (hereinafter "services") through and including July 31, 2024 for an amount not to exceed \$5,000,000;

**WHEREAS**, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County;

**WHEREAS**, it is necessary to update rates to allow CONTRACTOR to continue to provide the services required by the County;

**WHEREAS**, it is necessary to update provisions to the Agreement to allow CONTRACTOR to continue to provide the services required by the County; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term to July 31, 2026 with no increase to the not to exceed amount, update rates and update provisions to the Agreement to allow CONTRACTOR to continue to provide services identified in the Agreement.

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

1. Amend the first sentence of Section 3, "Term of Agreement," to read as follows:

The term of this Agreement is from August 1, 2021 to July 31, 2026, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Section 9.04, "Other Insurance Requirements," to read as follows and hereby incorporate the new language into the Agreement:

Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the county and issued and executed by admitted insurer authorized to transact Insurance business in the State of

Amendment No. 1 to Agreement No. A-15484  
Nichols, Melburg & Rossetto AIA & Associates, Inc.  
On-call Architectural and Engineering Design Services (RFQ #10790)  
Public Works, Facilities and Parks  
Term: August 1, 2021 – July 31, 2026  
Not to Exceed: \$5,000,000

California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, OR CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the county has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify

CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles Count, at its sole discretion, to terminate this Agreement immediately.

3. Amend to add new Section 16, "Compliance with Applicable Laws," to read as follows and hereby incorporate into the Agreement:

#### 16. COMPLIANCE WITH APPLICABLE LAWS.

16.01 CONTRACTOR shall keep informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation t the Project of the performance of the Services.

16.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

4. Amend Section 15, "Miscellaneous Provisions," to add the following and hereby incorporate into the Agreement:

#### 15. MISCELLANEOUS PROVISIONS.

15.18 Independent Contractor Compliance with Government Code Section 1097.6 (c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual,

preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

5. Amend to add new Section 17, "Consent to Use Electronic Signatures," to read as follows and hereby incorporate into the Agreement:

**17. CONSENT TO USE OF ELECTRONIC SIGNATURES.**

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Revised 9/3/21 10 of 11 Agreement ID: Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

6. Amend and Replace Exhibit A – Scope of Services/Payment Provision in its entirety with Exhibit A-1 effective upon final execution of this Amendment No. 1 which is the last date opposite the respective signatures below.
7. In all places within the Agreement, any references to "Exhibit A" are hereby replaced with "Exhibit A-1 – Scope of Services and Payment Provisions," effective upon final execution of this Amendment No. 1 which is the last date opposite the respective signatures below.
8. Except as provided herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
9. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
10. 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: \_\_\_\_\_  
Debra R. Wilson  
Contracts/Purchasing Officer

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

Approved as to Form  
Office of the County Counsel  
Susan K. Blitch, County Counsel

By: \_\_\_\_\_  
Robert I. Brayer  
Deputy County Counsel

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

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Auditor/Controller  
Date: \_\_\_\_\_

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Susan K. Blitch, County Counsel

By: \_\_\_\_\_  
David Bolton  
Title: Risk Manager  
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.

Nichols, Melburg & Rossetto AIA & Associates, Inc.

Contractor's Business Name  
DocuSigned by:  
Michael O'Connor  
Michael O'Connor, CEO  
Date: 7/30/2024 | 8:46 AM PDT

DocuSigned by:  
Kyle Matti  
Kyle Matti, Secretary  
Date: 7/30/2024 | 4:47 PM BST

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
Nichols, Melberg & Rossetto AIA & Associates, Inc., hereinafter referred to as  
“CONTRACTOR”**

### A. SCOPE OF SERVICES

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

**a. CONTRACTOR’s Minimum Work Performance Percentage:**

CONTRACTOR shall perform with his own organization AGREEMENT work amounting to not less than fifty percent (50%) of the original total AGREEMENT price. CONTRACTOR shall not assign, subcontract, sell, or otherwise transfer its interest or obligations in this AGREEMENT without the prior written consent of County.

**b.** CONTRACTOR shall provide architectural and engineering design services for various projects located in Monterey County.

The scope of work shall include, in general, the full range of professional architectural or engineering pre-planning and design services including, services of all types of sub-consultant design disciplines typically required for architectural projects in the public sector. Tasks may include but are not limited to the following architectural or engineering design tasks:

- Program Development to Program Validation including Concept Development and Spatial Programming Studies
- Feasibility Studies/Project Definition
- Bid Scoping Documents
- All Phases of Project Design and Disciplines
- Specifications
- Design Reviews
- Cost Estimating
- Value Engineering
- Constructability Reviews
- Building Evaluations
- Troubleshooting
- Construction Support Services
- Building Information Modeling (BIM)/Computer-Aided Design & Drafting (CADD)/Drafting Work
- General Engineering Services

## **EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

**c. Specific requirements include but are not limited to the following:**

1. Services will be provided on an on-call basis. The process will consist of the County contacting the CONTRACTOR and requesting services related to an individual project. CONTRACTOR will then prepare a detailed scope and cost.
2. The County has implemented a Job Order Contracting (JOC) construction delivery method. Not all construction projects will use the JOC program. For those projects that elect to use the JOC program, CONTRACTOR must become familiar with the quality and workmanship required by the applicable Construction Task Catalogs (CTC) and coordinate and adjust specifications and details produced by the JOC contractor.
3. CONTRACTOR will advocate for the County and ensure the project produced is in the best interest of the County. CONTRACTOR is expected to deliver products on or ahead of the required schedule and within budget.
4. All work shall be done in conformance with all applicable County, State and Federal laws, County Design Manuals, County Standard Plans, all Caltrans manuals, policies, State Standard Plans and Specifications, Manual of Uniform Control Devices, current editions of the California Building Code, the California Electric Code, the California Plumbing Code, the California Mechanical Code, the California Administrative Code, and Title 18 of the Monterey County Code, Americans with Disabilities Act (ADA), CALGreen (Part 11, Title 24, California Code of Regulations); and as revised and amended by County ordinance.

### **B. PAYMENT PROVISIONS**

#### **B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$5,000,000, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

# EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Position/Title	Hourly Rate				
	8/1/21 – 7/31/22	8/1/22 – 7/31/23	8/1/23 – 7/31/24	8/1/24 – 7/31/25	8/1/25 – 7/31/26
Principal Architect	\$240	\$240	\$240	\$290	\$290
Associate Principal Architect	\$195	\$195	\$195	\$255	\$255
Senior Associate Architect	\$180	\$180	\$180	\$220	\$220
Associate Architect	\$172	\$172	\$172	\$210	\$210
Senior Project Architect	\$165	\$165	\$165	\$200	\$200
Architect, CASp	N/A	N/A	N/A	\$190	\$190
Project Architect/Manager	\$150	\$150	\$150	\$185	\$185
Architect	N/A	N/A	N/A	\$180	\$180
Project Technician III	N/A	N/A	N/A	\$160	\$160
Project Technician II	N/A	N/A	N/A	\$150	\$150
Project Technician I	N/A	N/A	N/A	\$135	\$135
Project Technician	\$128	\$128	\$128	N/A	N/A
Architectural Intern	\$90	\$90	\$90	N/A	N/A
Project Technician	\$128	\$128	\$128	N/A	N/A
Medical Equipment Planner	N/A	N/A	N/A	\$145	\$145
Technician Assistant	\$75	\$75	\$75	\$95	\$95
Administrative	N/A	N/A	N/A	\$75	\$75
Interior Design Director	N/A	N/A	N/A	\$210	\$210
Senior Interior Designer	N/A	N/A	N/A	\$180	\$180
Interior Designer	N/A	N/A	N/A	\$155	\$155
Junior Interior Designer	N/A	N/A	N/A	\$135	\$135
Interior Design Intern	N/A	N/A	N/A	\$110	\$110
Principal Structural Engineer	N/A	N/A	N/A	\$290	\$290
Associate Principal Structural Engineer	N/A	N/A	N/A	\$255	\$255
Senior Associate Structural Engineer	N/A	N/A	N/A	\$220	\$220
Associate Structural Engineer	N/A	N/A	N/A	\$210	\$210
Structural Engineer	N/A	N/A	N/A	\$200	\$200
Senior Project Engineer	N/A	N/A	N/A	\$195	\$195
Project Engineer	N/A	N/A	N/A	\$175	\$175
Structural Technician	N/A	N/A	N/A	\$155	\$155
Structural Intern	N/A	N/A	N/A	\$110	\$110

**Subcontractor(s) at Cost plus Markup: 10%**

Reimbursable Items	Total Cost	% of Markup (shall not exceed 10%)
Reimbursables	Direct Cost +	10%
Mileage	At current IRS rate	0%

**No travel reimbursement shall be allowed during this Agreement.**

**EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

CONTRACTOR agrees that pursuant to Labor Code Section 1771 ,not less than prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars (\$1,000).

Under California Labor Code sections 1720 et seq., a contract for some or all of the work contemplated by this RFQ may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720 et seq.) governing public works, including payment of prevailing wages, payroll records, and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/public-works/prevailing-wage.html>.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

**B.2 CONTRACTOR'S BILLING PROCEDURES**

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [pwfp-finance-ap@countyofmonterey.gov](mailto:pwfp-finance-ap@countyofmonterey.gov).

County of Monterey  
Department of Public Works, Facilities and Parks (PWFP) – Finance Division  
1441 Schilling Place, South 2nd Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or by emailing to: [pwfp-finance-ap@countyofmonterey.gov](mailto:pwfp-finance-ap@countyofmonterey.gov).

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**AMENDMENT NO. 2  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
The Paul Davis Partnership, LLP**

**THIS AMENDMENT NO. 2** to Agreement No. A-15485 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**, on July 27, 2021, the Board of Supervisors approved Agreement No. A-15485 which CONTRACTOR entered into with County on August 6, 2021 (hereinafter, "Agreement") to provide on-call architectural and engineering design services for various projects located in Monterey County in response to Request for Quote (RFQ) #10790 (hereinafter "services") through and including July 31, 2024 for an amount not to exceed \$5,000,000;

**WHEREAS**, on July 24, 2024 the Agreement was amended to extend the term, update CONTRACTOR rates, and to update provisions to the Agreement to allow CONTRACTOR to continue to provide the services required by the County;

**WHEREAS**, the Parties wish to amend the Agreement to increase the not to exceed amount and update provisions to the Agreement to allow CONTRACTOR to continue to provide services identified in the Agreement.

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

1. Amend the last sentence of Section 2, "Payments by County," to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$7,000,000.

2. Amend Section 9.03, "Insurance Coverage Requirements," to read as follows and hereby incorporate the new language into the Agreement:

Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Amendment No. 2 to Agreement No. A-15485  
The Paul Davis Partnership, LLP  
On-call Architectural and Engineering Design Services (RFQ #10790)  
Public Works, Facilities and Parks  
Term: August 1, 2021 – July 31, 2026  
Not to Exceed: \$7,000,000

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

3. Amend Section 10, "Records and Confidentiality," to add the following and hereby incorporate new language into the Agreement:

#### 10.06 Format of Deliverables:

For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

Amendment No. 2 to Agreement No. A-15485

The Paul Davis Partnership, LLP

On-call Architectural and Engineering Design Services (RFQ #10790)

Public Works, Facilities and Parks

Term: August 1, 2021 – July 31, 2026

Not to Exceed: \$7,000,000

4. Amend the first sentence of Exhibit A-1 – Scope of Services/Payment Provisions, section B.1 Compensation/Payment to read as follows:

County shall pay an amount not to exceed \$7,000,000, for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

5. Except as provided herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

This space is left blank, intentionally.



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

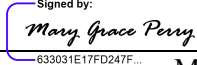
**COUNTY OF MONTEREY**

**CONTRACTOR\***


By: \_\_\_\_\_  
Debra R. Wilson  
Contracts/Purchasing Officer

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


**Approved as to Form  
Office of the County Counsel  
Susan K. Blitch, County Counsel**

By:  \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel  
Date: 5/1/2025 | 9:52 PM PDT

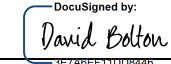
The Paul Davis Partnership, LLP  
Contractor's Business Name

By:  \_\_\_\_\_  
Paul W. Davis, Partner  
Date: 4/30/2025 | 10:50 AM PDT

**Approved as to Fiscal Provisions**

By:  \_\_\_\_\_  
Name: Jennifer Forsyth Auditor-Controller Analyst II  
Title: Auditor/Controller  
Date: 4/30/2025 | 2:42 PM PDT

**Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Susan K. Blitch, County Counsel**

By:  \_\_\_\_\_  
David Bolton  
Title: Risk Manager  
Date: 4/30/2025 | 10:55 AM PDT

\*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.