

**AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
KASAVAN ARCHITECTS, INC.**

THIS AMENDMENT NO. 1 to the Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Kasavan Architects, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into an Agreement with County on April 25, 2014 (hereinafter, "Agreement") to provide on-call services under \$100,000 for architectural and engineering design services for various correctional projects located in Monterey County (hereinafter, "services") through April 25, 2017 for an amount not to exceed \$100,000; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to April 25, 2018 and to increase the amount by \$100,000 for a total amount not to exceed \$200,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

1. In all places within the Agreement, any reference to Kasavan Architects is hereby replaced with Kasavan Architects, Inc.

2. Amend Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

The term shall commence with the signing of the AGREEMENT, April 25, 2014, through and including April 25, 2018 with the option to extend the AGREEMENT for one (1) additional one (1) year period.

3. Amend the second sentence of Paragraph 4.1 of Section 4.0, "Compensation and Payments", to read as follows:

The total aggregate amount payable to the CONTRACTOR under this AGREEMENT shall not exceed the sum of \$200,000.

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

Invoices under this AGREEMENT shall be submitted monthly and promptly, and in accordance with Section 4.0, "Compensation and Payments", of the AGREEMENT. All invoices shall reference Multi-Year Agreement (MYA) number MYA 3000*1216, Project Name and associated Delivery Order number and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

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

5. Amend Paragraph 5.2 of Section 5.0, "Invoices and Purchase Orders", to delete the first sentence.
6. Amend Paragraph 7.3.2 of Section 7.0, "Insurance Requirements", to read as follows:

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.

7. Amend Paragraph 21.2 of Section 21.0, "Notices", to read as follows:

TO COUNTY:

Donald D. Searle
Acting Chief of Public Works and Facilities
County of Monterey, Resource Management Agency
168 West Alisal Street, 2nd Floor
Salinas, California 93901
Phone: (831) 755-4800
Fax: (831) 755-4958
Email: searledd@co.monterey.ca.us

TO CONTRACTOR:

Peter Kasavan
President
Kasavan Architects, Inc.
60 West Market Street, Suite 300
Salinas, California 93901
Phone: (831) 424-2232
Fax: (831) 424-2501
Email: pkasavan@kasavanarch.com

8. All other terms and conditions of the Agreement 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

By: _____
Contracts/Purchasing Officer

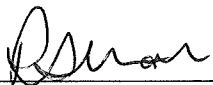
Date: _____

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

By: 
Brian P. Briggs
Deputy County Counsel

Date: 2-16-17

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 2/22/17

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

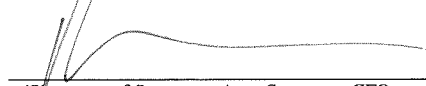
CONTRACTOR*

Kasavan Architects, Inc.
Contractor's Business Name

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

Its: Peter Kasavan,
President
(Print Name and Title)

Date: FEB 10, 2017

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

Its: Peter Kasavan,
Secretary
(Print Name and Title)

Date: FEB 10, 2017

*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.