

# Attachment R

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

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

**WHEREAS**, CONTRACTOR entered into an Agreement with County on May 20, 2014 (hereinafter, "Agreement") to provide on-call services over \$100,000 for architectural and engineering design services for various projects located in Monterey County (hereinafter, "services") through May 20, 2017 for an amount not to exceed \$5,000,000; and

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

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

**WHEREAS**, the Parties wish to amend the Agreement to extend the term for one (1) additional year to May 20, 2018 and to update the Fee Schedule effective May 21, 2017 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend Paragraph 1.1 of Section 1.0, Performance of the Agreement, to delete "This AGREEMENT with Attachment K: Fee Schedule/Pricing Sheet" and add "This AGREEMENT with Attachment K-1: Revised Fee Schedule, effective May 21, 2017".
2. In all places within the Agreement, any reference to Attachment K: Fee Schedule/Pricing Sheet is hereby replaced with Attachment K-1: Revised Fee Schedule, effective May 21, 2017.
3. Amend Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

The term shall commence with the signing of the AGREEMENT, May 20, 2014, through and including May 20, 2018, with the option to extend the AGREEMENT for one (1) additional one (1) year period.

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

Invoices under this AGREEMENT shall be submitted monthly and promptly, and in accordance with Section 5.0, Invoices and Purchase Orders, of the AGREEMENT. All invoices shall reference the AGREEMENT Multi-Year Agreement (MYA) number

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

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

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

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

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

TO COUNTY:

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

TO CONTRACTOR:

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

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

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

**COUNTY OF MONTEREY**

**CONTRACTOR\***

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

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

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

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

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

Date: \_\_\_\_\_  
5/10/17

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

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

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

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

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

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

**Approved as to Fiscal Provisions**

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

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

**Approved as to Indemnity and Insurance Provisions**

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

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

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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

**COUNTY OF MONTEREY**

By: [Signature]  
Contracts/Purchasing Officer

Date: 5-22-17

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

By: [Signature]  
Mary Grace Perry  
Deputy County Counsel

Date: May 18 2017

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 5-19-17

**Approved as to Indemnity and Insurance Provisions**

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

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

**CONTRACTOR\***

The Paul Davis Partnership, LLP  
Contractor's Business Name

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

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

Date: 5/16/17

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

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

Date: 5/16/17

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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

**The Paul Davis Partnership, LLP**

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

\*Fiscal Year = July 1 - June 30

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

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