

Attachment K

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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 March 7, 2014 (hereinafter, "Agreement") to provide on-call services under \$100,000 for architectural and engineering design services for various projects located in Monterey County (hereinafter, "services") through March 7, 2017 for an amount not to exceed \$100,000; and

WHEREAS, County has a continued need for services; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to March 7, 2018 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 3.1 of Section 3.0, "Term of Agreement", to read as follows:

The term shall commence with the signing of the AGREEMENT, March 7, 2014, through and including March 7, 2018 with the option to extend the AGREEMENT for one (1) additional one (1) year period.

2. 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*1223, 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.

3. Amend Paragraph 5.2 of Section 5.0, "Invoices and Purchase Orders", to delete the first sentence.
4. 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:

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

5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. 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: _____

[Signature]
Contract Purchasing Officer
Deputy Purchasing Agent
County of Monterey

Date: _____

3.9.17

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: _____

2/21/17

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

By: _____

[Signature]
Mary Grace Perry
Deputy County Counsel

Date: _____

March 3, 2017

By: _____

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

Its: _____

[Signature]
(Print Name and Title)

Paul E. Davis, Partner

Date: _____

2/21/17

Approved as to Fiscal Provisions

By: _____

[Signature]
Auditor/Controller

Date: _____

3/6/17

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.

Client#: 468

PAULDAVIS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Attn: KXC Oakland, CA 94604-2675 510 465-3090	CONTACT NAME: PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193 E-MAIL ADDRESS:														
INSURED The Paul Davis Partnership 286 Eldorado Street, Suite A Monterey, CA 93940	<table border="1"> <thead> <tr> <th data-bbox="803 472 1404 504">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1404 472 1524 504">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 504 1404 535">INSURER A: Travelers Property Casualty Co</td> <td data-bbox="1404 504 1524 535">25674</td> </tr> <tr> <td data-bbox="803 535 1404 567">INSURER B: U.S. Specialty Insurance Compan</td> <td data-bbox="1404 535 1524 567">29599</td> </tr> <tr> <td data-bbox="803 567 1404 598">INSURER C: Travelers Indemnity Co. of Conn</td> <td data-bbox="1404 567 1524 598">25682</td> </tr> <tr> <td data-bbox="803 598 1404 630">INSURER D:</td> <td data-bbox="1404 598 1524 630"></td> </tr> <tr> <td data-bbox="803 630 1404 661">INSURER E:</td> <td data-bbox="1404 630 1524 661"></td> </tr> <tr> <td data-bbox="803 661 1404 676">INSURER F:</td> <td data-bbox="1404 661 1524 676"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Co	25674	INSURER B: U.S. Specialty Insurance Compan	29599	INSURER C: Travelers Indemnity Co. of Conn	25682	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☐ Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		6800H902008	08/12/2016	08/12/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		BA5151L348	08/12/2016	08/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB6899Y194	08/12/2016	08/12/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		USS1627142	10/28/2016	10/28/2017	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability policy excludes claims arising out of the performance of professional services.

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

Monterey County

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

CERTIFICATE HOLDER

CANCELLATION

County of Monterey Contracts/Purchasing Div. 168 West Alisal St., 3rd Fl. Salinas, CA 93901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Monterey, its officers, agents and employees

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

POLICY NUMBER: 6800H902008

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 08/12/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

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

SCHEDULE

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

PROJECT/LOCATION OF COVERED OPERATIONS:

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

PROVISIONS

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

The person or organization shown in the Schedule above is an additional insured on this Coverage Part, but only with respect to liability for bodily injury, "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with your work and included within the "products-completed operations hazard."

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

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

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

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

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

COMMERICAL GENERAL LIABILITY

Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

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

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

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: The Paul Davis Partnership

Endorsement Effective Date: 08/12/2016

SCHEDULE

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

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

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

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

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

SCHEDULED PERSONS OR ORGANIZATIONS

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

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

PROVISIONS

- A. The following is added to Paragraph c. in A. 1., Who Is An Insured, of SECTION II-LIABILITY COVERAGE:**

Any person or organization shown above who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "Insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

- B. The following is added to Paragraph 5., Other Insurance, in B. General Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:**

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, if the scheduled person or organization shown above has other insurance under which it is the first named insured and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between you and that scheduled person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.