



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

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 27th 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.

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.

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.