

**AMENDMENT NO. 1
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
CALIFORNIA CODE CHECK, INC.**

THIS AMENDMENT NO. 1 to the Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and California Code Check, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and the CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into an Agreement with County on June 28, 2012 (hereinafter, "Agreement") to provide plan review services; and

WHEREAS, the Parties wish to amend the Agreement to include construction building inspection services on an as-needed basis.

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

1. Amend Section 2.2.2 of Paragraph 2.0, "Scope of Service", to read as follows:

Construction building inspection services, as described in ATTACHMENT B of this AGREEMENT, are included in this scope of work and may, therefore, be requested of CONTRACTOR.

2. Amend Section 4.1 of Paragraph 4.0, "Compensation and Payments", to read as follows:

It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the payment provisions included in and attached hereto as ATTACHMENT A and ATTACHMENT B.

3. Amend the first sentence of Section 4.2 of Paragraph 4.0, "Compensation and Payments", to read as follows:

Prices as per ATTACHMENT A and ATTACHMENT B shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually provided that negotiations for rate changes proposed by CONTRACTOR are communicated to County a minimum of ninety days (90) prior to the expiration date of this AGREEMENT.

4. All other terms and conditions of the Agreement remain unchanged and in full force.

5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Date: _____

California Code Check, Inc.
Contractor's Business Name

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

Its: Tom Harris, President
(Print Name and Title)

Date: 7-14-14

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

By: Cynthia L. Olson
Deputy County Counsel

Date: 7-16-14

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

Its: Katherine Hook, Secretary
(Print Name and Title)

Date: 7-14-14

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 7-17-14

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.

**ATTACHMENT B – SCOPE OF SERVICES/PAYMENT PROVISIONS FOR
CONSTRUCTION BUILDING INSPECTION SERVICES**

Scope of Services

The Monterey County Resource Management Agency (RMA) - Building Services Division (hereinafter, "County") has identified a need to have additional resources at its disposal to provide required construction building inspection services on an as needed basis to accommodate high volume of inspection requests, staff illness and/or leave, or projects requiring special handling or expertise. County may request California Code Check, Inc. (hereinafter, "Contractor") to provide these additional services when needed. County shall give Contractor 24 hour minimum notice when these services are required.

Upon request of County, Contractor shall provide the County with Building Inspection Professionals who have current knowledge in the latest building codes, local ordinances and the standard accepted methods and means of building construction. Said inspectors shall be fully qualified and capable of completing scheduled construction building inspections on any and all types of building construction and occupancy types. Inspectors shall be qualified to perform structural, non-structural, plumbing, mechanical, electrical, disabled access, energy compliance, green building code inspections to insure compliance with applicable codes, ordinances and laws governing construction.

Building Inspection Professionals provided by Contractor shall be ICC Certified, with experience in the application of the trades inspected.

Inspectors shall be required as applicable to assist contractors, architects, engineers, builders, owners and permit applicants in regards to required compliance with codes, and will issue approval and/or required correction notices as needed for each and every inspection performed. Violations of any nature will be documented and reported to the Chief Building Official.

Inspections shall be performed during the County's normal working hours unless special arrangements have been otherwise made with the County and the applicant.

Payment Provisions

Compensation by County to Contractor shall be \$80.00 per hour. Mileage shall be reimbursed at the current standard Internal Revenue Service (IRS) rate.