### AMENDMENT NO. 1 TO AGREEMENT BETWEEN COUNTY OF MONTEREY AND CALPO, HOM & DONG 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 Calpo, Hom & Dong 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 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

Page 1 of 3

(#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, 2nd Floor Salinas, California 93901-4527

Phone: (831) 755-4800 Fax: (831) 755-4958

Email: searledd@co.monterey.ca.us

### **TO CONTRACTOR:**

Jill Haw Director of Business Operations Calpo, Hom & Dong Architects, Inc. 2120 20th Street, Suite One Sacramento, California 95818 Phone: (916) 446-7741 Fax: (916) 446-0457

Email: jhaw@chdarchitects.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	CONTRA	CTOR*
By: Contracts/Purchasing Officer	Calpo	Hom & Dong Architects, Inc.
Date:	By:	gnature of Chair, President or Vice President)
	Its:	(Print Name and Title)
	Date:	MAY 17, 2017
Approved as to Form and Legality Office of the County Counsel	By: (Sig	gnature of Secretary, Asst. Secretary, CFO, asurer or Asst. Treasurer)
By:  Mary Grace Perry Deputy County Counsel	Its:	(Print Name and Title)
Date:	Date:	MAY 17, 2017
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.

Page 3 of 3

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	CONT	RACTOR*
Ву:	C	alpo, Hom & Dong Architects, Inc.
Contracts/Purchasing Officer  Date: 5-19-17	Ву:	Contractor's Business Name  (Signature of Chair, President or Vice President)
	Its:	(Print Name and Title)
	Date:	May 17, 2017
Approved as to Form and Legality Office of the County Counsel	Ву:	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
By:  Mary Grace Perry  Deputy County Counsel	Its:	(Print Name and Title)
Date: May 16, 2017	Date:	MAY 17, 2017
Approved as to Fiscal Provisions,		(
By: Auditor/Gontroller		
Date: 5-17-17		
Approved as to Indemnity and Insurance P	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.

Page 3 of 3

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

# Calpo, Hom & Dong Architects, Inc.

Staff	Fiscal Year* 2017 Hourly Rates	Fiscal Year* 2018 Hourly Rates (effective only through May 20, 2018)
Principal/Owner	\$185.00	\$185.00
Associate/Senior Project Architect	\$160.00	\$160.00
Project Architect	\$145.00	\$145.00
Project Captain	\$130.00	\$130.00
Interior Designer	\$125.00	\$125.00
CADD Technician	\$105.00	\$105.00
CASp Specialist	\$135.00	\$135.00
Clerical	\$65.00	\$65.00

<sup>\*</sup>Fiscal Year = July 1 - June 30

Reimbursables	Total Cost (if applicable)	% of Markup
Mileage	Current Standard IRS Rate	0%
Add Service – Reproduction Printing:		
8.5 x 11 black/white per page	\$0.11	0%
11 x 17 black/white per page	\$0.17	0%
8.5 x 11 color per page	\$2.20	0%
11 x 17 color per page	\$3.30	0%
12 x 18 per sheet	N/A	0%
15 x 21 per sheet	N/A	0%
24 x 18 per sheet	\$0.99	0%
24 x 36 per sheet	\$1.98	0%
30 x 42 per sheet	\$2.97	0%
Outside Reproduction	At cost	0%
Add Service – Media:		
24" x 36" Foam Core	\$16.50 per board	0%
30" x 42" Foam Core	\$24.20 per board	0%
CD	\$1.38 per CD	0%
DVD	\$3.30 per DVD	0%
Postage/Freight/Delivery Service:	\$38.50 per Fed Ex	0%

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/09/2016

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 Oakland, CA 94604-2675 510 465-3090		CONTACT Nancy Ferrick				
		PHONE (A/C, No, Ext): 510 465-3090	FAX (A/C, No): 510	452-2193		
		E-MAIL ADDRESS: nferrick@dealeyrenton.com				
		INSURER(S) AFFORDING COVERAGE				
		INSURER A: Hartford Casualty Insurance Co.				
Calpo Hom & Dong Architects, Inc.		INSURER B: Hartford Accident & Indemnity				
		INSURER C: Navigators Insurance Company				
2120 20th Street, Suite One	•	INSURER D:				
	Sacramento, CA 95818	INSURER E :				
		INSURER F :				

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
TILLO IO TO OFFICIAL	LIAT THE BOLLOWS OF MICHEANICE HOTER OF OWN HAVE DE	ENLICOUED TO THE MICHED MALED ADDIES FOR THE DEL

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LTR	TYPE OF INSURANCE	INSR		POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY	Х	X	57SBWNH3924	05/23/2016	05/23/2017		\$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	s10,000
							PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY	X	X	57SBWNH3924	05/23/2016	05/23/2017	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	ANY AUTO			***		i	BODILY INJURY (Per person)	S
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	S
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
A	X UMBRELLA LIAB X OCCUR			57SBWNH3924	05/23/2016	05/23/2017	EACH OCCURRENCE	s3,000,000
	EXCESS LIAB CLAIMS-MADE			Althor Statement and anti-control and Althoration			AGGREGATE	s3,000,000
	DED RETENTION \$							\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	57WEGKZ9509	07/01/2016	07/01/2017	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	""					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	Professional			CM16DPL036563IV	06/27/2016	06/27/2017	\$2,000,000 per Clain	n
	Liability						\$2,000,000 Anni Agg	gr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 30 Days Notice of Cancellation (10 Days for Non-Payment of Premium).

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

PROJECT: RFQ #10456 On-Call Architectural and Engineering Design Services for Monterey County

County of Monterey, its officers, agents, and employees are named as Additional Insured's to General and Auto Liability per policy form wording. Insurance is Primary and Non-contributory.

CERTIF	ICATE	IOLDER	

County of Monterey Resource Management Agency-DOPW Attn: Finance Division 168 West Alisal Street, 2nd Floor 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

Angela Berg

© 1988-2014 ACORD CORPORATION. All rights reserved.

# RECEIVED

JUN 1 3 2016

PUBLIC WORKS ADMINISTRATION Calpo Hom & Dong Architects, Inc.

Insured: Insurer:

Hartford Casualty Insurance Co.

Policy Number:

57SBWNH3924

Policy Effective Date: 05/23/2016

PROJECT: RFQ #10456 On-Call Architectural and Engineering Design Services for Monterey County County of Monterey, its officers, agents, and employees

Additional Insured:

### EXCERPTS FROM: Hartford Form SS 00 08 04 05

# **BUSINESS LIABILITY COVERAGE FORM**

#### C. WHO IS AN INSURED

#### 6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

#### f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury, "property damage" or "personal and advertising 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 your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products- completed operations hazard, but only if
  - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
  - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the products-completed operations hazard.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury, "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

### E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and noncontributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

### E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

#### EXCERPT FROM Hartford Form SS 04 38 06 01 HIRED AUTO AND NON-OWNED AUTO

- B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":
- d. Anyone liable for the conduct of an "insured", but only to the extent of that liability.