

**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

(#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

By: [Signature]
Contracts/Purchasing Officer

Date: 5-19-17

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

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: May 16, 2017

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 5-17-17

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

Calpo, Hom & Dong Architects, Inc.
Contractor's Business Name

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

Its: ALAN C. HOM, PRESIDENT
(Print Name and Title)

Date: MAY 17, 2017

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

Its: KARL CHAN SEC./TREAS.
(Print Name and Title)

Date: MAY 17, 2017

*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

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

*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%

RECEIVED
JUN 13 2016
PUBLIC WORKS
ADMINISTRATION

Insured: Calpo Horn & Dong Architects, Inc.
Insurer: Hartford Casualty Insurance Co.
Policy Number: 57SBV/NH3924
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 non-contributory 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.