

**AMENDMENT NO. 1  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
NACHT & LEWIS 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 Nacht & Lewis 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 12, 2014 (hereinafter, "Agreement") to provide on-call services over \$100,000 for architectural and engineering design services for various correctional projects located in Monterey County (hereinafter, "services") through May 12, 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 13, 2017; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term for one (1) additional year to May 12, 2018 and to update the Fee Schedule effective May 13, 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. In all places within the Agreement, any reference to Nacht & Lewis is hereby replaced with Nacht & Lewis Architects, Inc.
2. 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 13, 2017".
3. 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 13, 2017.
4. 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 12, 2014, through and including May 12, 2018, with the option to extend the AGREEMENT for one (1) additional one (1) year period.

5. 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 \*1205), 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.

6. Amend Paragraph 5.2 of Section 5.0, "Invoices and Purchase Orders", to delete the first sentence.
7. 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, 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Phone: (831) 755-4800  
Fax: (831) 755-4958  
Email: [searledd@co.monterey.ca.us](mailto:searledd@co.monterey.ca.us)

TO CONTRACTOR:

Eric Fadness, AIA  
Vice President  
Nacht & Lewis Architects, Inc.  
600 Q Street, Suite 100  
Sacramento, California 95811  
Phone: (916) 329-4000  
Fax: (916) 329-7474  
Email: [efadness@nachtlewis.com](mailto:efadness@nachtlewis.com)

8. All other terms and conditions of the Agreement 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**

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Date: \_\_\_\_\_

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

Date: \_\_\_\_\_

**Approved as to Indemnity and Insurance Provisions**

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

**CONTRACTOR\***

Nacht & Lewis Architects, Inc.  
Contractor's Business Name

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

Its: Brian Mattum, VP  
(Print Name and Title)

Date: 5/11/17

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: Michael Cornick, CFO  
(Print Name and Title)

Date: 5/11/17

\*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.



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\***

Nacht & Lewis Architects, Inc.  
Contractor's Business Name

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

Its: Erin Maytum VP  
(Print Name and Title)

Date: 5/11/17

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

Its: Michael Cornick, CFO  
(Print Name and Title)

Date: 5/11/17

\*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 13, 2017**

**Nacht & Lewis Architects, Inc.**

<b>Staff</b>	<b>Fiscal Year* 2017 Hourly Rates</b>	<b>Fiscal Year* 2018 Hourly Rates</b>
Principal/Owner	\$275.00	\$280.00
Project Manager	\$200.00	\$205.00
Project Architect	\$170.00	\$175.00
Project Designer	\$190.00	\$195.00
CADD Technician	\$110.00	\$115.00
Specification Writer	\$165.00	\$165.00
Cost Estimator	\$145.00	\$145.00
Clerical	\$80.00	\$85.00

\*Fiscal Year = July 1 - June 30

<b>Reimbursables</b>	<b>Total Cost (if applicable)</b>	<b>% of Markup</b>
Mileage	Current Standard IRS Rate	0%
Add Service – Reproduction Printing:		
8.5 x 11 black/white per page	\$0.02	0%
11 x 17 black/white per page	\$0.02	0%
8.5 x 11 color per page	\$0.08	0%
11 x 17 color per page	\$0.08	0%
12 x 18 per sheet	\$0.30	0%
15 x 21 per sheet	\$0.44	0%
17 x 22 per sheet	\$0.52	0%
24 x 36 per sheet	\$1.20	0%
20 x 42 per sheet	\$1.75	0%
Outside Reproduction	At cost	0%
Add Service – Media:		
24" x 26" Foam Core	\$7.00	10%
30" x 42" Foam Core	\$10.00	10%
CD	\$5.00	10%
DVD	\$5.00	10%
Postage/Freight/Delivery Service:	\$25.00	10%





NACH&amp;LE-01

YUENG

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2017

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> License # 0E67768 <b>IOA Insurance Services</b> 3875 Hopyard Road Suite 240 Pleasanton, CA 94588	<b>CONTACT NAME:</b> Gigi Yuen	
	<b>PHONE (A/C, No, Ext):</b> (925) 660-3514 50008	<b>FAX (A/C, No):</b> (925) 416-7869
<b>E-MAIL ADDRESS:</b> Gigi.Yuen@ioausa.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Property Casualty Company of America		<b>25674</b>
<b>INSURER B:</b> Travelers Indemnity Company of Connecticut		<b>25682</b>
<b>INSURER C:</b> RLI Insurance Company		<b>13056</b>
<b>INSURER D:</b> Beazley Insurance Company, Inc		<b>37540</b>
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
  
 Nacht & Lewis Architects  
 600 Q Street, Suite 100  
 Sacramento, CA 95814

## COVERAGES

**CERTIFICATE NUMBER:**
**REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6802246L092	06/24/2016	06/24/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA2247L513	06/24/2016	06/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	PSW0001561	09/01/2016	09/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Professional Liab.</b>			V1AF6E170201	03/12/2017	03/12/2018	Per Claim \$ 1,000,000
D	<b>Professional Liab.</b>			V1AF6E170201	03/12/2017	03/12/2018	Aggregate \$ 2,000,000

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

RE: on-call architectural and engineering design services for various correctional projects (RFQ #10458)

All Operations of the Named Insured, including the aforementioned project.

General Liability: Please see Additional Insured endorsement attached; such coverage is Primary & Non-Contributory with Waiver of Subrogation included, as required by written contract.

Workers' Compensation: Waiver of Subrogation is in favor of the aforementioned Additional Insured, as required by written contract.

GENERAL LIABILITY & AUTO LIABILITY ADDITIONAL INSURED INCLUDES THE FOLLOWING PERSON(S) OR ORGANIZATION(S):

The County of Monterey, its Officers, Employees, and authorized Agents

## CERTIFICATE HOLDER

## CANCELLATION

County of Monterey  
 Contracts/Purchasing  
 1488 Schilling Place  
 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



NAMED INSURED: Nacht & Lewis Architects, Inc.

**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):**

The County of Monterey, its Officers, Employees, and authorized Agents

**PROJECT/LOCATION OF COVERED OPERATIONS:**

Per Written Contract

**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 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.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO 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.

The following is added to the **Section II – Liability Coverage**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period 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.

POLICY NO. BA2247L513.

COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

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

The following replaces Paragraph A.5., **Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

**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.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule****Person or Organization**

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

**Job Description**

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Insured

Nacht and Lewis Architects, Inc.

Policy No. **PSW0001561**

Insurance Company

RLI Insurance Company

Endorsement No.

Countersigned By Leslie Pancoast