

Attachment B

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**AMENDMENT NO. 5
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
KITCHELL/CEM, INC.**

THIS AMENDMENT NO. 5 to Agreement No. A-12664 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Kitchell/CEM, 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 Agreement No. A-12664 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 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$5,000,000; and

WHEREAS, Agreement was amended by the Parties on January 20, 2016 (hereinafter, "Amendment No. 1", including Attachment K-1, Revised Fee Schedule effective January 15, 2016) to update the Fee Schedule with no term extension and no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 15, 2017 (hereinafter, "Amendment No. 2", including Attachment K-2, Revised Fee Schedule effective July 1, 2017) to update the Fee Schedule and to extend the term for one (1) additional year through May 12, 2018 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 9, 2018 (hereinafter, "Amendment No. 3", including Attachment K-3, Revised Fee Schedule effective July 1, 2018) to update the provisions of the Agreement, to update the Fee Schedule, and to extend the term for one (1) additional year through May 12, 2019 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 13, 2019 (hereinafter, "Amendment No. 4") to extend the term for approximately two (2) additional months through June 30, 2019 with no increase in the not to exceed amount; and

WHEREAS, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10458 to complete the New Juvenile Hall Project; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services to allow completion of the New Juvenile Hall Project and to allow County staff to prepare and process a new RFQ; and

WHEREAS, the Parties wish to further amend the Agreement as it relates to the New Juvenile Hall Project to extend the term for [redacted] additional [redacted] to [redacted] 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. 5.

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

1. 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 [REDACTED].

2. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
3. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
4. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

_____ Kitchell/CEM, Inc.
Contractor's Business Name

Date: _____

By: _____
(Signature of Chair, President or Vice President)

**Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager**

Its: _____ David Giannelli, Senior Vice President
(Print Name and Title)

By: _____
Robert M. Shaw
Deputy County Counsel

Date: _____

Date: _____

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

Its: _____ Michael A. Bruggeman, Asst. Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Date: _____

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager**

By: _____

Name: _____

Title: _____

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.

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