

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
KITCHELL/CEM, INCORPORATED**

THIS AMENDMENT NO. 3 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Kitchell/CEM, Incorporated (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on February 8, 2012 (hereinafter, "Agreement"); and

WHEREAS, Agreement was modified and amended by the Parties on November 7, 2012 (hereinafter, "Modification and Amendment No. 1"), and May 16, 2013 (hereinafter, "Amendment No. 2"); and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide services associated with on-call facilities, architecture and engineering services, and landscape architecture design services to include additional project management activities for pre-design and design services specifically for the Jail Housing Addition Project; and

WHEREAS, the Parties wish to further amend the Agreement (as it relates to the Jail Housing Addition Project) to increase the amount by \$72,700.00 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

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

1. Amend the first sentence of Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A, A-1, A-2 and A-3** in conformity with the terms of this Agreement.

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1, A-2 and A-3**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$514,433.00.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-3, Scope of Services/Payment Provisions for the Jail Housing Addition Project".
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 3 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. 3 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

Approved as to Form and Legality
Office of the County Counsel

By: [Signature]
Deputy County Counsel

Date: 8/16/13

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 8/15/13

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.

CONTRACTOR*

Kitchell/CEM, Incorporated
Contractor's Business Name

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

Its: Russell Fox, President
(Print Name and Title)

Date: 8/14/2013

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

Its: MICHAEL BRUGGEMAN
ASSISTANT SECRETARY
(Print Name and Title)

Date: 8/14/2013

**EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR THE JAIL HOUSING ADDITION PROJECT**



August 13, 2013

Mr. Robert Murdoch
Director of Public Works
County of Monterey
168 West Alisal Street
Salinas, California 93903

Re: Kitchell CEM Scope of Services

Dear Mr. Murdoch;

Kitchell is pleased to provide a proposal for continuation of management services for the County of Monterey. We are prepared to provide management services on a full time basis with a minimum of four (4) days per week on-site at the County Government Center, located at 168 West Alisal Street, Salinas, CA. and be responsible for providing a wide variety of project management activities, including but not limited to the following project for FY 2014 from July 28, 2013 thru October 31, 2013:

Adult Jail Housing Addition

Kitchell's continuation of professional services on the Jail Housing Addition shall provide the County with assistance to complete the Pre-design Phase and Design Phase start up. The following tasks shall be active during this period:

Pre-design Phase:

- 1.0.0 Complete CEQA Process
 - 1.1.0 Finalize Technical Reports
 - 1.2.0 Review Administrative Draft EIR
 - 1.3.0 Back Check Review & Issue Comments
 - 1.4.0 CEQA Management Meetings
- 2.0.0 Complete Due Diligence Submittal
 - 2.1.0 Finalize Title Report
 - 2.2.0 Back Check Final Title Report
 - 2.3.0 Finalize Due Diligence with the Department of General Services
- 3.0.0 SPWB Project Approval.
 - 3.1.0 Board of State and Community Corrections Review & Revisions
 - 3.2.0 State Public Works Board Meeting Preparation
 - 3.3.0 State Public Works Board Approval Meeting
- 4.0.0 Complete Contract Issues with HMC Architects
 - 4.1.0 Contract Completion
 - 4.2.0 Additional Services Review
 - 4.3.0 Management Meetings

Design Phase:

- 5.0.0 Architect Agreement
 - 5.1.0 Fee negotiations with Architect
 - 5.2.0 Preparation of Architectural/Engineering Agreement
 - 5.3.0 Prepare BOS Report for Award.

Kitchell CEM
2750 Gateway Oaks Drive | Suite 300 | Sacramento, California 95833 | Phone 916.648.9700 | www.kitchell.com

**EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR THE JAIL HOUSING ADDITION PROJECT**



- 6.0.0 Schematic Design
 - 6.1.0 Project Kick-off
 - 6.2.0 Pre-design Document Review
- 7.0.0 Project Management
 - 7.1.0 County Management
 - 7.2.0 Project Management

Hourly Rates and Terms of Payment:

This proposal for professional services is hourly, based on the level and hourly rate of staff providing services to the County. Kitchell shall invoice the County of Monterey monthly for services rendered.

A. Project Management Fee

Jail Housing Addition:

The Jail Housing Addition Professional Services Fees for Labor are a *"Not to Exceed" amount of: \$72,100.*

B. Reimbursable Expense

Any direct expenses incurred by Kitchell for Office Supplies, Communications, Computer support, printing or Postal Services will be reimbursed based on actual costs plus 10%. Mobile phone expenses will be reimbursed based on actual cost up to a maximum of \$65/month.

Reimbursable Expenses shall be limited to a maximum of \$200 per month for a "not to Exceed" amount of \$600.

Records of Kitchell project expenses will be kept on a generally recognized accounting basis and shall be available to County or his authorized representative at mutually convenient times at Kitchell's office, if requested.

Professional Services Total Not to Exceed \$72,700

The County shall provide an office space including, a computer with software and network connection, remote access, telephone and office supplies.

Kitchell CEM and its assigned personnel under this agreement shall be required to sign and comply with the County's existing County-Wide ITD Policy.

Thank you for the opportunity to continue to provide professional services to the County, should you have any questions please do not hesitate to contact our office.

Sincerely,
Kitchell CEM

Dave Giannelli
Senior Vice President

**EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR THE JAIL HOUSING ADDITION PROJECT**

JAIL HOUSING ADDITION - KITCHELL ESTIMATED HOURS

Item Number	Description	Senior Project Manager	Management		Notes
			Hours	Fee	
A	Project Management				
	Pre-design Phase				
	CEQA				
1.0.0	Finalize Technical Reports	\$175	12	\$2,100	
1.1.0	Review Administrative Draft EIR	\$175	32	\$5,600	
1.2.0	Back check review & Issue Comments	\$175	8	\$1,400	
1.3.0	CEQA Management Meetings	\$175	40	\$7,000	
1.4.0					
	Due Diligence Submittal				
2.0.0	Finalize Title Report	\$175	8	\$1,400	
2.1.0	Back-check Final Title Report	\$175	8	\$1,400	
2.2.0	Finalize Due Diligence with the DGS	\$175	16	\$2,800	
2.3.0					
	SPWB Project Approval				
3.0.0	BSCC Review & Revisions	\$175	8	\$1,400	
3.1.0	SPWB Meeting Preparation	\$175	8	\$1,400	
3.2.0	SPWB Approval	\$175	8	\$1,400	
3.3.0					
	Contract Issues w/ HMC Architects				
4.0.0	Contract Completion	\$175	16	\$2,800	
4.1.0	Additional Services Review	\$175	32	\$5,600	
4.2.0	Management Meetings	\$175	16	\$2,800	
4.3.0					
	Design Phase				
	Architect Agreement				
5.0.0	Fee Negotiations with Architect	\$175	48	\$8,400	
5.1.0	Preparation of Architectural/Engineering Agreement	\$175	16	\$2,800	
5.2.0	Prepare BOS Report for Award	\$175	24	\$4,200	
5.3.0					
	Schematic Design				
6.0.0	Project Kick-off	\$175	16	\$2,800	
6.1.0	Pre-design Document Review	\$175	16	\$2,800	
6.2.0					

**EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS
FOR THE JAIL HOUSING ADDITION PROJECT**

JAIL HOUSING ADDITION - KITCHELL ESTIMATED HOURS

Item Number	Description	Senior Project Manager	Management		Notes
			Hours	Fee	
7.0.0	<i>Project Management</i>				
7.1.0	County Management	\$175	32	\$5,600	
7.2.0	Project Management	\$175	48	\$8,400	
B	Reimbursable Expenses				
	Reimbursable Expenses - Three Months			\$600	
	TOTAL		412	\$72,700	