

# Attachment E

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**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
APSICM-SIXTH DIMENSION, LLC**

**THIS AMENDMENT NO. 1** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and APSICM-Sixth Dimension, LLC (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 a Professional Services Agreement with County on August 18, 2015 to provide on-call construction management services for various correctional facility projects located in Monterey County, California (hereinafter, "Agreement"); and

**WHEREAS**, the County has a continued need for on-call construction management services; and

**WHEREAS**, the Parties negotiated new hourly rates and deleted payment for reimbursable items effective November 1, 2015 through the end of the initial term of the Agreement, requiring revision to Exhibit B, Payment Provisions; and

**WHEREAS**, the Parties wish to amend the Agreement to revise the Payment Provisions.

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

1. Amend Paragraph 3, "Additional Provisions/Exhibits", effective November 1, 2015, to delete "Exhibit B, Payment Provisions" and to add "Exhibit B-1, Payment Provisions".
2. Amend Paragraph 17, "Notices", to correct the County's address as follows:  
  
168 West Alisal Street, 2<sup>nd</sup> Floor, Salinas, CA 93901
3. In all places within the Agreement, any reference to "Exhibit B, Payment Provisions" is hereby replaced with "Exhibit B-1, Payment Provisions" effective November 1, 2015. CONTRACTOR shall be paid based on the Payment Provisions in Exhibit B-1 for work performed after November 1, 2015.
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 1 to Professional Services Agreement  
APSICM – Sixth Dimension, LLC  
On-Call Construction Management Services for Various Correctional Facility Projects (RFQ #10477)  
RMA – Public Works – Architectural Services  
Term: July 21, 2015 – July 21, 2018  
Not to Exceed: \$5,000,000

6. 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**

**CONTRACTOR\***

By: *Debra Wilson*  
Contracts/Purchasing Officer

APSICM – Sixth Dimension, LLC  
Contractor's Business Name

Date: 11/25/15

By: *Jay Loran*  
(Signature of Chair, President or Vice President)

Its: CHAIRMAN  
(Print Name and Title)

Date: 11/9/2015

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

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

By: *Cynthia S. Olson*  
Deputy County Counsel

Its: MANI SUBRAMANIAN, SECRETARY  
(Print Name and Title)

Date: 11-23-15

Date: 11/13/2015

**Approved as to Fiscal Provisions**

By: *[Signature]*  
Auditor/Controller

Date: 11-23-15

**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.

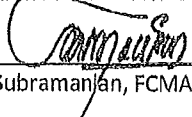
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**EXHIBIT B-1 – PAYMENT PROVISIONS**

The undersigned, having read and understood all RFQ information, hereby submits hourly rates. It is understood that the basic design of each particular type of facility can be duplicated as the situation permits. It is also understood that the Fee Schedule will be used by the County as a criteria to select the firm(s) for possible interviews by the selection Committee.

Position/Title (Indicate Below)	Hourly Rate (Indicate changes per year if any)		
	2015/2016	2016/2017	2017/2018
Principal / Project Executive	No Cost	No Cost	No Cost
Task Order Manager	208.00	214.00	220.00
Senior Project Construction Manager	187.00	192.00	198.00
Field Engineer	125.00	129.00	133.00
Certified Access Specialist	175.00	180.00	185.00
Document Control Specialist	87.50	90.13	92.83
SWPPP Inspector	87.50	90.13	92.83
Scheduler	187.00	192.00	198.00
Cost Estimator	189.00	192.00	198.00
Constructability / Design Reviewer	150.00	155.00	160.00
Reimbursable Items to be Billed (please list)	Estimated Cost Bills (Markup)		
	Total Cost (if applicable at the time of RFQ )	% of Markup Calculated	
MILEAGE per current IRS rate			
ADD SERVICE - REPRODUCTION PRINTING:			
8.5 x11 blk/wht per page			
11 x 17 blk/wht per page			
8.5 x11 color per page			
11 x 17 color per page			
12 x 18 per sheet			
15 x 21 per sheet			
17 x 22 per sheet			
24 x 36 per sheet			
20 x 42 per sheet			
Outside Reproduction as Invoiced by Printing Firm			
ADD SERVICE - MEDIA:			
24"X 36" Foam Core			
30" x 42" Foam Core			
CD			
DVD			
POSTAGE/FREIGHT/DELIVERY SERVICE:			

Note: All reimbursable expenses are included in the hourly billing rate for basic services. Any reimbursable expenses beyond the basic services will be charged at cost, with prior approval before incurring such costs.

  
 Mani Subramanian, FCMAA, AIA, CCM, DBIA, LEED AP, Task Order Manager

October 20, 2015

APSICM – SixthDimension

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