

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
PAGE & TURNBULL, INC.**

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 Page & Turnbull, Inc. (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 December 20, 2013 to provide an Adaptive Reuse Feasibility Study for the Old County Jail (hereinafter, "Project") pursuant to Request for Proposals (RFP) #10438 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 20, 2014 (hereinafter, "Amendment No. 1") to revise the term of the Agreement to January 15, 2014 through August 13, 2014 to conform with the performance period of two hundred ten (210) calendar days and complete work on the Project as required in RFP #10438, and August 11, 2014 (hereinafter, "Amendment No. 2") to further extend the term of the Agreement to November 7, 2014; and

WHEREAS, the County directed additions, deletions and revisions to Task 4, Re-Use Feasibility Analysis, and additions to Task 5, Administrative Draft Study, to provide broader analysis of reuse alternatives for the Project; and

WHEREAS, the Parties have negotiated a budget to complete the additions, deletions, and revisions to Task 4 and additions to Task 5 for the Project as included in Exhibit A-1, Scope of Services/Payment Provisions, of this Agreement; and

WHEREAS, additional funding is necessary; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$14,660 to allow CONTRACTOR to continue to provide tasks 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 and A-1 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 Exhibit A-1, 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 \$134,360.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-1, Scope of Services/Payment Provisions".
4. Delete Proposed Project Fees on Page 7 of Exhibit A – Scope of Services/Payment Provisions of Agreement.
5. In all places within the Agreement, any reference to Proposed Project Fees on Page 7 of Exhibit A – Scope of Services/Payment Provisions is hereby replaced with Revised Proposed Project Fees on Page 3 of Exhibit A-1 – Scope of Services/Payment Provisions.
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. 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

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Date: _____

Approved as to Form and Legality
Office of the County Counsel

By: Cynthia L. Hackett
Deputy County Counsel

Date: 8-26-14

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 8-26-14

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

Page & Turnbull, Inc.
Contractor's Business Name

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

Its: J. GORDON TURNBULL,
PRESIDENT
(Print Name and Title)

Date: August 25, 2014

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

Its: Carolyn Kiermat, Secretary
(Print Name and Title)

Date: Aug 25, 2014

*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. 3 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Date: _____

Approved as to Form and Legality
Office of the County Counsel

By: _____
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

Page & Turnbull, Inc.
Contractor's Business Name

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

Its: J. GORDON TURNBULL,
PRESIDENT
(Print Name and Title)

Date: August 25, 2014

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

Its: Carolyn Kiernat, Secretary
Principal
(Print Name and Title)

Date: Aug 25, 2014

*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.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
Resource Management Agency - Public Works, hereinafter referred to as "County"
and
Page & Turnbull, Inc., hereinafter referred to as "CONTRACTOR"
for the Old County Jail (RFP #10438)

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Revise Task 4, SubTask 2.6 to read: Provide broad structural analysis and rough order of magnitude to inform cost estimates. Analysis is only needed for use alternatives that would create office space in the existing structure and have a major impact to cost.

Revise Task 4, SubTask 2.9 to read: Provide site plan, floor plan and building sections and elevations drawings for each of the six alternatives developed. Plans will be conceptual in nature and of adequate detail to describe the alternative.

Delete Task 4, SubTask 3, Programming and Re-use Space Plan for Preferred Re-use Alternative.

Revise Task 4, SubTask 4.1 Change to read: Prepare cost estimates in \$5 million increments, with subtotal costs for demolition, rehabilitation and new construction, as applicable for six alternatives.

Revise Task 4, SubTask 4.2 Change to read: Provide broad structural analysis and rough order of magnitude to inform cost estimates. Analysis is only needed for use alternatives that would create office space in the existing structure and therefore have a major impact to cost.

Delete Task 4, SubTask 5, Development Feasibility Analysis & Secretary's Standards Analysis.

Add Task 5, SubTask 1: Develop and provide analysis of six alternatives in the Administrative Draft, Draft Final and Final Studies.

Add Task 5, SubTask 2: Incorporate County-initiated Decision Matrix and related discussion in the analysis of alternatives for the Administrative Draft, Draft Final and Final Studies.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$14,660 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be performed on a time and materials basis based on the Fee Schedule agreed to by CONTRACTOR under this Agreement and in accordance with the following terms:

Tasks set forth in Section A, Scope of Services, above	\$13,960
Additional Reimbursable Expenses	\$ 700

CONTRACTOR warrants that the costs charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT A-1 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Revised Proposed Project Fees

1	Project Initiation, Management and Data Collection	\$16,740	118
	Review Materials Submitted in RFP & 1931 Drawings		
	Submit Draft Project Workplan and Schedule		
	Project Kick-off Meeting and Site Visit #1: Confirm Expectations & Level of Detail Required		
	Site Visit to Confirm Existing Conditions & Photo Documentation		
	Bi-Weekly Go-To-Meetings and Conference Calls with Client		
	Consultant Coordination		
2	Review and Preparation of Technical Studies	\$12,360	96
	Review and Synthesize Previous Studies and Reports		
	Identification of Character-Defining Features and Preparation of Significance Diagrams		
	Identification of Constraints and Opportunities of Site and Building		
	Identify Deficiencies in Previous Studies and Relay to Client		
	Contingency for Additional Analysis or Required Exploratory Demolition*		
	Structural Review of Previous Options		
3	Public Workshops and Presentation Materials	\$20,500	160
	Create Public Involvement Plan		
	Prepare Graphic Materials and Presentation Boards that Describe the Options		
	Workshop #1: Summary of Pros and Cons for Each Option		
	Identify Preferred Option and Address Client Comments		
	Workshop #2: Summary of Pros & Cons and Preservation Issues for Preferred Option		
	Address Client Comments		
4	Re-Use Feasibility Analysis and Administrative Draft Study	\$53,840	423
	Recommendations for Repair, Stabilization, or Rehabilitation		
	Programming and Re-use Space Plan for Re-use Alternative		
	Secretary of the Interior's Standards Analysis		
	Assess Existing Constraints		
	Provide Broad Structural Analysis		
	Code Analysis		
	Financial Feasibility Analysis		
	Refine Study: Programming, Code Issues, Rehabilitation Issues		
	Graphic Production of Perspective, Elevations, Final Revisions to Drawings for Six Alternatives		
	Provide Cost Estimate in \$5M Increments		
	Assemble, Produce, Distribute Administrative Draft Study		
	Review Period		
5	Draft Final Re-Use Feasibility Study	\$17,600	147
	Develop and Provide Analysis of Six Alternatives		
	On-Site Meeting to Discuss Administrative Draft Study		
	Comment Log and Response to Administrative Draft Study Comments		
	Incorporate Client Comments		
	Incorporate Decision Matrix		
	Assemble, Produce, Distribute Draft Final Re-Use Feasibility		
6	Final Re-Use Feasibility Study	\$5,060	42
	Comment Log and Response to Draft Final Re-Use Feasibility Comments		
	Incorporate Final Comments		
	Issue Final Re-use Analysis		
E	Subtotal Fee and Hours	\$126,100	986
	Expenses		
	*Contingency: Additional Studies (Not Included in Total Fee, assume \$15,000)		
	Transportation; Lodging, Meals, Materials; and Reproduction	\$8,260	
	Total Fee & Expenses and Hours	\$134,360	986